



SUPPLEMENTAL AGENDA

AGENDA OF THE CITY COUNCIL AND THE CITY COUNCIL SITTING AS THE REDEVELOPMENT AGENCY

Regular Meeting

Wednesday, November 28, 2001

3:00 P.M.

(OR AS SOON THEREAFTER AS THE MEETING MAY BE COMMENCED)

Council Chambers of the City Hall
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234

ADDED STARTERS:

The following matters are not described on the duly noted agenda for this meeting, but require immediate action which cannot reasonably wait for the next regular meeting. **This document has been posted prior to the 72-hour posting requirement for this meeting and therefore does not require a vote of the City Council for the items to be heard.**

CONSENT AGENDA

ALL MATTERS LISTED ON THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE IN NATURE AND WILL BE ENACTED BY ONE ROLL CALL VOTE. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS UNLESS MEMBERS OF THE CITY COUNCIL, THE REDEVELOPMENT AGENCY BOARD, AND/OR THE AUDIENCE REQUEST SPECIFIC ITEMS BE REMOVED FROM THE CONSENT AGENDA FOR SEPARATE DISCUSSION AND/OR ACTION.

1. Proposed Resolution adding the widening of the west side of Santoro Drive, north of McCallum Way, to the work of Assessment District AD 2001-01, directing its acquisition, approving the contribution of \$27,000 to the District Improvement Fund, finding that the assessments previously levied will not be affected by the new work, and authorizing the modification of the Funding and Acquisition Agreement with Cathedral Land Associates, LP (Cornerstone), to cover the new work.
 - a. Recommendation: Adopt Resolution 2001- _____



AGENDA OF THE CITY COUNCIL AND THE COUNCIL SITTING AS THE REDEVELOPMENT AGENCY

**REGULAR CC/RDA MEETING
Council Chamber in City Hall
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234**

WEDNESDAY, NOVEMBER 28, 2001

**Study Session - 3:00 p.m.
Regular Meeting - 7:30 p.m.**

PLEASE NOTE: THE CITY HAS IN EFFECT AN ORDINANCE REGARDING LOBBYING THAT REQUIRES PERSONS BEING PAID TO MAKE A PRESENTATION ON BEHALF OF SOMEONE OTHER THAN THEMSELVES TO DISCLOSE THAT FACT AT THE TIME OF THEIR PRESENTATION, AND, IN SOME INSTANCES, TO REGISTER WITH THE CITY CLERK PRIOR TO APPEARING BEFORE THE CITY COUNCIL, PLANNING COMMISSION OR CITY STAFF.

3:00 P.M.

CALL TO ORDER

- a) Roll Call of City Council/RDA Member(s)
- b) Action to Excuse Absent City Council/RDA Member(s)

PUBLIC COMMENTS

If any person desires to address members of the City Council and/or the Redevelopment Agency Board, this will be the **only opportunity to do so during this Study Session**. Please limit your remarks to 3 minutes. In response to any public comment on an item or matter which **has not been placed on this Agenda** pursuant to Government Code Section 54954.2, members of the City Council/Redevelopment Agency Board may only: **1)** briefly respond to statements made or questions posed by the public; **2)** ask a question for clarification; **3)** make a brief report on his or her own activities; **4)** provide a reference to staff or other resources for factual information; **5)** request staff to report back to the City Council at a subsequent meeting concerning any matter raised by the public; or, **6)** take action to direct staff to place a matter of business on a future Agenda. (California Government Code Section 54954)

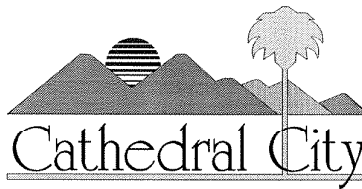
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STUDY SESSION (Normally, No Action Is Taken On Study Session Items; However, The City Council Does Reserve The Right To Give Specific Policy Direction And To Take Specific Action As Necessary.)

Presentations will be limited to 10 minutes unless other provisions are made in advance.

1. Councilmember Reports of Committee Meetings.
2. Review of November 28, 2001, City Council/Redevelopment Agency Board Agendas.
3. City Council/staff Reports and Inquiries Regarding Status of New or Ongoing Projects.
4. Closed Session Urgency Items.

CC/RDA WILL ADJOURN TO CLOSED SESSION



CLOSED SESSION

AGENDA OF THE CITY COUNCIL AND THE COUNCIL SITTING AS THE REDEVELOPMENT AGENCY

REGULAR CC/RDA MEETING WEDNESDAY, NOVEMBER 28, 2001

1. CONFERENCE WITH LEGAL COUNSEL REGARDING POTENTIAL LITIGATION pursuant to government Code Section 54956.9 Subd. (c).
Number of Potential Cases: Three
2. CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION pursuant to Government Code Section 54956.9, Subd. (a). (Toni Eggebraaten)
Case Name: Perez Images, Inc. v. Valley Adult Books
Case Number: INC 023638
3. CONFERENCE WITH LEGAL COUNSEL REGARDING EXISTING LITIGATION pursuant to Government Code Section 54956.9, Subd. (a). (Toni Eggebraaten)
Case Name: Citizens for Clean Air of the Desert v. City of Cathedral City
Case Number: INC 022346
4. PERSONNEL MATTER pursuant to Government Code Section 54957.
Issue for Discussion: Deputy City Clerk
5. PERSONNEL MATTER pursuant to Government Code Section 54957.
Issue for Discussion: 1) American Federation of State, County, and Municipal Employees, Local 3961 (AFSCME); 2) Cathedral City Police Officers Association (CCPOA); 3) Cathedral City Professional Firefighters Association (CCPFA); 4) Cathedral City Police and Fire Management Association (CCPFMA).

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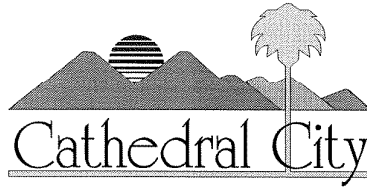
6. CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to Government Code Section 54956.8. (Paul Shillcock)
Properties:
Location: Various Parcels South of East Palm Canyon Drive Between Date Palm and Van Fleet APN Nos.: 687-222-004; 687-224-007; 687-225-011; 687-225-017; and 687-221-001.
Negotiating Parties:
Agencies: Redevelopment Agency and BCN Development
Property Owner: Redevelopment Agency
Under Negotiation: Disposition and Development Agreement
7. CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to Government Code Section 54956.8. (Susan Moeller)
Property:
Location: North Side of East Palm Canyon Drive West of Monty Hall.
Negotiating Parties:
Agencies: Redevelopment Agency & Palm Canyon Partners
Property Owner: Redevelopment Agency
Under Negotiation: Real Property Negotiations
8. CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to Government Code Section 54956.8. (Paul Shillcock)
Property:
Location: Northeast Corner of 30th Avenue and DaVall Drive.
Negotiating Parties:
Agencies: City of Cathedral City & Palm Springs Cemetery District
Property Owner: Palm Springs Cemetery District
Under Negotiation: Acquisition of Property
9. CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to Government Code Section 54956.8. (Paul Shillcock)
Property:
Location: Vacant land, consisting of approximately 30-acres fronting on Edom Hill Road (APN 659-180-012).
Negotiating Parties:
Agencies: City of Cathedral City and Glen A. Rasmussen
Property Owner: Glen A. Rasmussen
Under Negotiation: Disposition of Property

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10. CONFERENCE WITH REAL PROPERTY NEGOTIATOR pursuant to Government Code Section 54956.8. (Warren Bradshaw)
- Property:**
Location: 68556 Avenida Lalo Guerrero
- Negotiating Parties:**
Agencies: City of Cathedral City Redevelopment Agency and George Rex (Desert Realty)
Property Owner: Daniel and Emily Sabo
- Under Negotiation:** Acquisition of Property
- RECOMMENDATION: Adopt motion to recess to closed session pursuant to the above noted statutes.

REPORT OF ACTION(S), IF ANY

**CC/RDA WILL ADJOURN TO
REGULAR MEETING AT 7:30 P.M.**



AGENDA OF THE CITY COUNCIL AND THE COUNCIL SITTING AS THE REDEVELOPMENT AGENCY

REGULAR CC/RDA MEETING

7:30 P.M.

WEDNESDAY, NOVEMBER 28, 2001

- a) Invocation
- b) Flag Salute

CLOSED SESSION ANNOUNCEMENTS

PUBLIC COMMENTS

During this part of the meeting, the public is invited to address the City Council, and/or the Redevelopment Agency Board on any matter **not on the Agenda** or any item on the **Consent Agenda** by stepping to the lectern and giving his/her name and City of residence for the record. Unless additional time is authorized by the City Council, remarks on agenda items shall be limited to three minutes. **If you wish to speak on an agenda item, please wait to be recognized under that item.**

In response to any public comment on an item or matter which **has not been placed on this Agenda** pursuant to Government Code Section 54954.2, members of the City Council and/or the Redevelopment Agency Board may only: **1)** briefly respond to statements made or questions posed by the public; **2)** ask a question for clarification; **3)** make a brief report on his or her own activities; **4)** provide a reference to staff or other resources for factual information; **5)** request staff to report back to the City Council at a subsequent meeting concerning any matter raised by the public; or, **6)** take action to direct staff to place a matter of business on a future Agenda. (California Government Code Section 54954)

AGENDA FINALIZATION

At this time, the City Council and/or the Redevelopment Agency Board may announce any items being pulled from the Agenda or continued to another date.

Urgency Items ("Added Starters"): The Brown Act permits the City Council to take action on any item that does not appear on the Agenda only if 2/3 of the City Council (if all are present) or all members of the Council (if less than all are present) determine there is a need to take immediate action on the item and that the need to take immediate action came to the City Council's attention after the posting of the Agenda.

COUNCIL COMMENTS

Councilmembers' Comments on Items not on the Agenda.

PRESENTATIONS AND PROCLAMATIONS

- ☞ Presentation of a Certificate of Appreciation to State Assemblyman Dave Kelley for His Support of AB 358, the Cove Sewer Bill. (Sarah Di Grandi)
- ☞ Presentation of Proclamation to Chuck Vasquez for receiving the Citizen of the Year Law Enforcement Award by the Palm Desert Chamber of Commerce. (Mayor Stettler)
- ☞ Presentation of Proclamation to Officer Ed Colon for receiving the All Around Excellence Award in Public Safety by the Palm Desert Chamber of Commerce. (Mayor Stettler)
- ☞ Check Presentation by the Cathedral City Fire Department of proceeds raised to benefit the New York Police & Firefighters Widows' and Children's Benefit Fund. (Steve Sowles)

CALL FOR CORRECTIONS/APPROVAL OF MINUTES

Corrections/Approval of Minutes of the Regular City Council/Redevelopment Agency Board Meeting Held on November 14, 2001.

PLEASE NOTE: THE CITY HAS IN EFFECT AN ORDINANCE REGARDING LOBBYING THAT REQUIRES PERSONS BEING PAID TO MAKE A PRESENTATION ON BEHALF OF SOMEONE OTHER THAN THEMSELVES TO DISCLOSE THAT FACT AT THE TIME OF THEIR PRESENTATION, AND, IN SOME INSTANCES, TO REGISTER WITH THE CITY CLERK PRIOR TO APPEARING BEFORE THE CITY COUNCIL, PLANNING COMMISSION OR CITY STAFF.

CONSENT AGENDA

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- COUNCIL** 1. Proposed Resolution authorizing the submittal of a funding request to the State of California Integrated Waste Management Board and identifying the City Manager as the authorized officer. **(Pg.1)** (Deanna Pressgrove)

- a. Recommendation: Adopt Resolution 2001-_____

PUBLIC HEARINGS:

- COUNCIL** 2. Proposed Ordinance approving an amendment to Specific Plan 10-003; a request to establish standards and procedures for "Casitas" on properties located within Specific Plan 10-003 generally located south of 30th Avenue, North of Mc Callum Way, west of Da Vall Drive, and east of Santoro Drive. (Applicant: Cornerstone Developers, Inc.) (Cynthia Kinser) **(Pg. 4)**

- a. Report by City Planner
- b. Public Hearing
- c. Recommendation: Waive Further Reading and Introduce the Ordinance.

- COUNCIL** 3. Proposed Resolution approving Tentative Tract Map 30256, a request to subdivide approximately 10.05 acres into 42 separate parcels, located east of San Eljay Avenue, south of El Canto Road, north of Baristo Road and west of Santoro Drive (APN 670-130-003), in the R1-7.2s (Single-Family Residential with Specific Plan Overlay) Zone. **(Pg. 11)** (Cynthia Kinser)

- a. Report by City Planner
- b. Public Hearing
- c. Recommendation: Adopt Resolution 2001-_____

LEGISLATIVE ACTION:

- COUNCIL** 4. Authorization of the execution of the Service Provider Agreement between the City of Cathedral City and the Cathedral City Senior Center. **(Pg. 23)** (Tony Barton)

- a. Report by Parks and Recreation Manager
- b. Public Input
- c. Recommendation: Approval

- CC/RDA** 5. First Quarter Fiscal Year 2001-2002 Budget Review. (Dudley Haines) **(This is a PowerPoint presentation only.)**

- a. Report by Administrative Services Director
- b. Public Input
- c. Recommendation: No Action Required

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COUNCIL 6. Authorization of the City Manager to incur costs of co-sponsoring the Pepsi Challenge Games in the amount of \$30,000 plus Police and Fire Services valued at \$1750. **(Pg. 52)** (Tony Barton)

- a. Report by Parks and Recreation Manager
- b. Public Input
- c. Recommendation: Approval

COUNCIL 7. Approval of a contract with CDE Resources to pave and widen a portion of 30th Avenue, east of Date Palm Drive in an amount of \$45,985.00 plus 10% contingency and to remove and replace existing asphalt on Landau Blvd., south of Vista Chino in an amount of \$27,232.00 plus 10% contingency. **(Pg. 55)** (Jerry Jack)

- a. Report by Associate Engineer
- b. Public Input
- c. Recommendation: Approval

COUNCIL 8. Authorization of the City Attorney to amend the City's Solid Waste and Recycling Franchise Agreement to include additional programs for residents and businesses in Cathedral City and instruct staff to work with Waste Management to facilitate the establishment of a transfer station in Cathedral City. **(Pg. 57)** (Deanna Pressgrove)

- a. Report by Environmental Conservation Manager
- b. Public Input
- c. Recommendation: Approval

COUNCIL 9. Approval of Final Parcel Map No. 29719 (Ritz Carlton Golf Course), accept the dedications made to the City on the final map, and authorize the execution of the performance agreement. (Dave Faessel) **(Pg. 63)**

- a. Report by City Engineer
- b. Public Input
- c. Recommendation: Approval

COUNCIL REPORTS ON CITIZEN INQUIRIES AND CONCERNS.

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ADJOURNMENT

To the next regularly scheduled meeting of the City Council/Redevelopment Agency Board
Wednesday, December 12, 2001.

NOTE TO THE PUBLIC

Agendas and back-up material giving more information on each agenda item, with the staff's recommendations, have been provided to all Councilmembers. These same materials are on display in the main City Hall lobby, in the Police Department lobby, in the lobby outside the Council Chamber, and in the City Clerk's office from the Thursday preceding the regular Council meeting. Staff "recommendations" are only that; the City Council makes its own decisions based on all information provided to them. The Agenda, by itself, can also be reviewed on the City's Web Site at:

www.cathedralcity.gov

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk by phone at (760) 770-0322. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102-35.104 ADA Title II]

PLEASE BE ADVISED THAT CITY HALL IS CLOSED EVERY FRIDAY

**CITY OF CATHEDRAL CITY
CITY COUNCIL AGENDA**

SUBJECT: AD 2001-01: Century Area Assessment District: Adoption of Resolution modifying the Assessment District work to include the widening of a portion of Santoro Drive, north of McCallum Way, ordering the work and its acquisition, approving a contribution of \$ 27,000 to the District Improvement Fund, and directing actions with respect thereto.

DEPARTMENT: Engineering

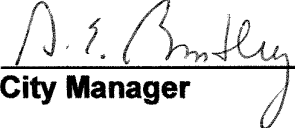
MEETING DATE: November 28, 2001

DIVISION: Engineering

DEADLINE FOR ACTION: N/A

CONTACT PERSON: Dave Faessel, City Engineer

APPROVED: 
Department


City Manager


Finance

RECOMMENDATION:

That the City Council adopt the attached Resolution adding the widening of the west side of Santoro Drive, north of McCallum Way, to the work of Assessment District AD 2001-01, directing its acquisition, approving the contribution of \$ 27,000 to the District Improvement Fund, finding that the assessments previously levied will not be affected by the new work, and authorizing the modification of the Funding and Acquisition Agreement with Cathedral Land Associates, LP (Cornerstone)), to cover the new work.

BACKGROUND/ANALYSIS:

At its November 14, 2001, meeting, the City Council approved a Staff request to reimburse the developer of Tract No. 29139 for the improvement of the west side of Santoro Drive, north of McCallum Way, at a cost of \$ 27,000. Approval was granted subject to the City Attorney's approval of the means and method of making the reimbursement. A copy of that agenda report is attached for reference.

After consultation with Bond Counsel for AD 2001-01, it has been determined that the Santoro street widening improvements can be added to the already approved District improvement works by means of the adoption of a Resolution modifying the work, as provided in the State Streets and Highways Code. Such a Resolution has been prepared, and is attached.

This Resolution describes the proposed additional work, finds that the developer of the adjoining Tract 29139 , Cathedral Land Associates, LP (Cornerstone Developers) can install these improvements in an efficient and cost effective manner, and finds that the public health, safety and convenience will be served by the completion of this added work.

Further, the Resolution finds that this modification of the work of improvements will not change the already approved assessment levels and will not change or alter the levels of benefit received through its construction.

The Resolution then approves the addition of the work, the contribution of \$ 27,000 by the City to the Assessment District Improvement Fund, and the revision of the existing Funding and Acquisition Agreement with the developer to include the added work.

The City contribution will be used to reimburse or pay the developer for the work when it is "acquired", in accordance with the agreement.

The terms of the existing agreement already cover the prevailing wage and public bidding concerns.

This proposal has been reviewed by both the Bond Counsel and the City Attorney's office, and they agree that the addition of the desired Santoro widening to the present Assessment District work is an efficient and acceptable way to cover the payment to the developer for the work. The City will benefit since it will be getting the street improvements and street right of way at a very economical cost.

Also, since a Funding and Acquisition Agreement already exists between the City and the developer, a new reimbursement agreement, as approved by Council's November 14 action, will not be required. Instead, the existing agreement can be modified by a simple addendum.

Some of the actions proposed and approved at the November 14 meeting will still be done, namely the City's preparation of the street easement and the providing of inspection. The developer will still design and construct the street improvements, and have them surveyed and tested.

FISCAL IMPACT:

At the November 14, 2001, meeting, Council approved the use of \$ 27,000 of Measure "A" funds from the CIP "Miscellaneous Streets" account (#8916), and also approved a budget transfer of \$ 15,000 of Measure "A" funds from the CIP "ADA Compliance Projects" account (#8946) to the Miscellaneous Streets account, to replenish the Miscellaneous Streets Account.

The \$ 27,000 will be contributed to the Assessment District Improvement Fund. That fund will then be charged for the cost of the street improvements, not to exceed \$ 27,000, at such time as they are completed and inspected, and "acquired". This assures that the level of assessments previously levied will not change.

ATTACHMENTS:

Resolution

Agenda Report from November 14, 2001

RESOLUTION NO. 2001- _____**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY
CHANGING AND MODIFYING THE WORK, CONFIRMING THAT ASSESSMENTS
WILL NOT BE ALTERED, ORDERING THE NEW WORK AND ACQUISITIONS,
APPROVING A CONTRIBUTION TO THE IMPROVEMENT FUND, AND DIRECTING
ACTIONS WITH RESPECT THERETO****Assessment District No. 2001-01**

RESOLVED by the City Council (the "Council") of the City of Cathedral City (the "City"), County of Riverside, State of California, that:

WHEREAS, on January 24, 2001, this Council adopted Resolution No. 2001-6, A Resolution of Intention to Make Acquisitions and has thereafter conducted proceedings for the making of certain acquisitions of improvements (the "Acquisitions") under the Municipal Improvement Act of 1913 (the "Act") in and for the City's Assessment District No. 2001-01 (the "Assessment District") and pursuant to a Funding and Acquisition Agreement dated as of November 8, 2001 (the "Agreement") by and between the City and Cathedral Land Associates, LP (the "Developer");

WHEREAS, the City has determined that certain additional street improvements, consisting of the widening of approximately 300 feet of the west side of Santoro Drive, north of McCallum Way, by the installation of pavement, concrete curb and gutter, cross gutter, and appurtenances (the "Additional Improvements") would be of benefit to the Assessment District and that the Developer is able to provide such additional improvements for acquisition by the City in an efficient and cost-effective manner under the basic terms of the Agreement;

WHEREAS, the public health, safety and convenience will be served by the prompt completion of such additional improvements; and

WHEREAS, the City has available certain funds to contribute to the Assessment District such that the changes and modifications hereinafter ordered will not increase the total amount of the assessment or the amount of any individual assessment nor eliminate or add any acquisitions or work which will substantially and adversely alter or affect the benefits to be derived from the work and acquisitions;

NOW, THEREFORE, IT IS ORDERED that:

1. The foregoing recitals as true and correct.
2. The proceedings for the Assessment District are hereby changed and modified to add the Additional Improvements to the list of acquisitions and improvements shown in the Resolution of Intention.

3. The City hereby authorizes a contribution to be made in the amount of \$ 27,000 to be deposited in the Improvement Fund established by the City for the Assessment District, which amount shall be used to pay for the acquisition of the Additional Improvements from the Developer.

4. The City Engineer of the City is hereby authorized and directed to enter into an appropriate addendum to the Agreement to provide for the acquisition of the Additional Work at a cost not to exceed the aforesaid amount of contribution and subject to all of the terms and conditions of the Agreement, as it exists on the date hereof.

5. This resolution shall be effective upon its adoption.

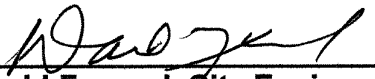
PASSED, APPROVED AND ADOPTED this _____ day of _____, 2001.

Mayor George Stettler

ATTEST:

Donna Velotta, City Clerk

APPROVED AS TO CONTENT:



**David Faessel, City Engineer/
Public Works Director**

APPROVED AS TO FORM:

**Charles R. Green,
Assistant City Attorney**

APPROVED:

Donald E. Bradley, City Manager

**CITY OF CATHEDRAL CITY
CITY COUNCIL AGENDA**

SUBJECT: Agreement with Cornerstone Developers, Inc., for the Dedication and Improvement of a Portion of Santoro Drive, north of McCallum Way, and for Reimbursement to Cornerstone for the Improvement Costs.

DEPARTMENT: Engineering

MEETING DATE: November 14, 2001

DIVISION: Engineering

DEADLINE FOR ACTION: N/A

CONTACT PERSON: Dave Faessel, City Engineer

APPROVED:


Department


City Manager


Finance

RECOMMENDATION:

That the City Council approve the preparation and execution of an Agreement between the City and Cornerstone Development, Inc., to reimburse Cornerstone up to \$27,000 for its Improvement of the west side of Santoro Drive, north of McCallum Way, using funds in the "Miscellaneous Streets" account (# 8916), and approve a budget transfer of \$ 15,000 from the "ADA Compliance Projects" account (#8946) to the Miscellaneous Streets account.

BACKGROUND/ANALYSIS:

Cornerstone Developers, under the name of Cathedral Land Associates, LP, is the subdivider-developer of Tract 29139, an 88 lot single family tract at the northeast corner of Santoro and McCallum. As a condition of tract map approval, this developer is required to widen and improve the east side of Santoro, north of McCallum, with curb and gutter, pavement, sidewalk, and landscaping.

North of McCallum, the first 320 feet of the west side of Santoro is not dedicated or improved, and as a result, there is a north-south offset or jog in Santoro, through the McCallum intersection.

Cornerstone has recorded the final map of Tract 29139 and is now processing building plans and intends to initiate construction of its first phase of homes in the near future. As a means to improve the appearance of the "entrance" to their tract and enhance their sales efforts, Cornerstone recently approached the City and suggested a project to dedicate and improve the west side of Santoro.

Cornerstone asked that if it were successful in acquiring the needed right of way at no cost to the City or Cornerstone, would the City reimburse Cornerstone for its expense in widening the west side with pavement and curb and gutter, for a distance of about 320 feet, at a cost estimated at about \$27,000. Note, this work is not included in Cornerstone's conditions of approval.

City staff expressed interest, and Cornerstone did contact the owner of the northwest corner, who tentatively agreed to make the dedication in exchange for the suggested improvements to his frontage.

Staff recommends approval of this proposal. Widening of the west side of Santoro and removal of the offset intersection will eliminate the jog in the intersection and make it safer. It will also enhance the circulation in the area and give the intersection a finished look. This widening would not ordinarily happen until the land on the west side is developed, or the widening became a Capital Improvement Project, neither of which is contemplated.

The construction cost, including design, staking, materials testing, and roadway excavation is estimated at about \$27,000. The right of way to be dedicated is about 13,300 square feet. If the City is able to acquire both the right of way and get the street widened for a total of \$27,000, it will be a bargain.

A vicinity sketch, and Cornerstone's written proposal, showing the private owner's approval of this proposal, is attached. If Council approves this proposal, Staff suggests that a cooperative agreement be drafted with the following provisions:

- The City will draw up the easement deeds, and Cornerstone will acquire the right of way from the private property owner;
- Cornerstone will have the street widening designed, will provide construction survey and testing services, and will construct the widening at the same time it does the widening improvements on the east side of Santoro, and will pay prevailing wages;
- The City will provide construction inspection services on the west side construction at no cost to Cornerstone;
- The City will reimburse Cornerstone after the dedication is made and at the completion of the street widening, up to a maximum of \$27,000, for the design, staking, and construction of the widening.

FISCAL IMPACT: Cornerstone will soon be initiating construction of its first phase of homes. It suggests that as reimbursement, the City waive up to \$27,000 of the building permit fees associated with the first phase. Staff recommends against this, as it will reduce General Fund revenues when other funds are available better suited for this use.

Staff suggests use of the CIP "Miscellaneous Streets" account (#8916), which is currently funded with \$35,000 of Measure A funds and about \$10,000 of RDA funds. The Miscellaneous Streets account was conceived just for this kind of project. It has sufficient funds to cover the \$27,000 outlay, with no effect on the General Fund.

This outlay will reduce the funds in this account from a total of about \$45,000 down to about \$18,000. In order to keep sufficient funds in this account to cover future street

improvement opportunities and miscellaneous projects, Staff recommends approval of budget transfer of \$ 15,000 of Measure A funds from the CIP "ADA Compliance Projects" account (#8946) to the Miscellaneous Streets account, to be transferred at such time as the reimbursement is made to Cornerstone.

ATTACHMENTS:

Vicinity sketch

Cornerstone Developers proposal letter



**CITY OF CATHEDRAL CITY
AGENDA REPORT**

SUBJECT: RESOLUTION AUTHORIZING THE SUBMITTAL OF A REUSE GRANT APPLICATION TO THE STATE OF CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD

DEPARTMENT: Economic Development

MEETING DATE: November 28, 2001

CONTACT PERSON: Deanna Pressgrove

DEADLINE FOR ACTION: Nov 28, 2001

APPROVED:


Department


City Manager


Finance

RECOMMENDATION:

THAT THE CITY COUNCIL ADOPT A RESOLUTION AUTHORIZING THE SUBMITTAL OF A FUNDING REQUEST TO THE STATE OF CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD AND IDENTIFYING THE CITY MANAGER AS THE AUTHORIZED OFFICER.

EXECUTIVE SUMMARY:

The Reuse Assistance Grants Program was developed by the California Integrated Waste Management Board to provide the initiative and incentives for local public agencies to promote and apply the concept of reuse. All local public agencies in California are eligible to apply for funding and may collaborate with a California nonprofit or commercial business. Grants are awarded on a competitive basis. In order to complete the funding request for the current year, the City must submit a resolution authorizing the submission of an application and identifying the City Manager or his designee as the individual authorized by the City Council to receive and expend funds received from the State, and carry out required activities under this program.

BACKGROUND:

The California Integrated Waste Management Board offers funding opportunities to assist public and private entities in the safe and effective management of the waste stream. The purpose of the Reuse Assistance Grant is to educate and motivate people to think of material reuse as the first option in diverting unwanted materials from California landfills. Reuse is defined as using a material over again in its current form without breaking it down into a raw material. Reuse is the second step in the waste reduction hierarchy of "reduce, reuse, recycle" and plays an important role in programs to divert waste from California landfills, as required by state law.

Staff, in partnership with the S.C.R.A.P. Gallery located at the Riverside County Fairgrounds in Indio, will apply for a grant to assist with the development of a S.C.R.A.P. Gallery Annex to be located in Cathedral City. The concept is to create an educational/art facility for local students to explore and practice reuse concepts as an option of source reduction. Students will be able to participate in free S.C.R.A.P. activities after-school and on weekends. S.C.R.A.P. and Cathedral City staff will collectively encourage and promote area businesses and manufactures to donate excess materials, by products and "scraps" for reuse, thereby diverting the material from landfills. Through the collaborative efforts of the City, S.C.R.A.P. Gallery and local businesses, materials to be reused will be collected and warehoused at the S.C.R.A.P. Annex located in Cathedral City. These materials will provide the inspiration for art conservation projects for local youth. Many of these "reused" art pieces will be exhibited and/or installed at locations throughout Cathedral City's commercial and residential sectors as excellent examples of the integration of art and the environment.

Last year, City Council authorized the submittal of a reuse assistance grant application for the same program as outlined above. Although the program was not awarded funds, it did score well in the review process. Staff is requesting that council approve the submittal of this year's grant application with a few minor changes to the program.

In order to initiate the first phase of the S.C.R.A.P. Gallery Annex, the City would request \$20,000 in grant funds from the California Integrated Waste Management Board. If awarded the funds, the City would be required to provide matching funds of \$20,000. The matching funds are available in the City's AB939 fund. The funds would be used to staff the S.C.R.A.P. Gallery Annex with a part-time Program Director and any additional City staff time spent on the development and implementation of the reuse program. Other costs associated with the program include supplies for workshops, advertising, printing costs, equipment needed for the facility, taxes, and permit fees. If approved and the grant is awarded to the City, the program would be brought back to council for final approval and would be projected to begin in late summer of 2002. Once the funds were expended, staff, with the assistance of the S.C.R.A.P. Gallery, would seek additional funds to continue the program.

A resolution is required as part of the grant application. The attached resolution approves the submittal and names the City Manager or his designee as the officer authorized to sign documents and forms to administer the program.

FISCAL IMPACT:

City is required to provide matching funds of \$20,000. The funds are available from the City's AB939 fund.

Attachments:

Draft Resolution

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CATHEDRAL CITY, CALIFORNIA AUTHORIZING THE
SUBMITTAL OF A REUSE ASSISTANCE GRANT TO THE
CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD**

WHEREAS, Public Resources Code *Section 4200* authorizes the California Integrated Waste Management Board (Board) to conduct market development activities to strengthen demand by manufactures and end-use consumers for recyclable materials collected by municipalities, nonprofit organizations, and private entities;and

WHEREAS, the concept of reuse is an integrated approach which encompasses integrated waste management objectives such as building materials efficiency, construction and demolition waste reduction, and maximization of reused and recycled-content building and landscaping materials; and

WHEREAS, on August 14-15, 2001, the Board approved the Evaluation Process, Scoring Criteria, and Preference Criteria for the Reuse Assistance Grants; and

WHEREAS, the Board will enter into an agreement with the grantee for development of the project;

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL of the City of Cathedral City authorizes the submittal of an application to the Board for a Reuse Assistance Grant. The City Manager, or his designee, is hereby authorized and empowered to execute in the name of the City of Cathedral City all necessary applications, contracts, payment requests, agreements and amendments hereto for the purposes of securing grant funds and to implement and carry out the purpose specified in the grant application.

The foregoing resolution was **APPROVED AND ADOPTED** by the City Council of The City of Cathedral City this 28th day of November 2001.

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

CITY ATTORNEY

DEPARTMENT

APPROVED:

CITY MANAGER



ORDINANCE

STAFF REPORT
for consideration by the
CATHEDRAL CITY CITY COUNCIL

SUBJECT: ~~RESOLUTION~~ APPROVING AN AMENDMENT TO SPECIFIC PLAN 10-003 ESTABLISHING STANDARDS AND PROCEDURES FOR 'CASITAS' FOR PROPERTIES LOCATED WITHIN SPECIFIC PLAN 10-003 GENERALLY LOCATED SOUTH OF 30th AVENUE, NORTH OF MCCALLUM WAY, WEST OF DAVALL DRIVE AND EAST OF SANTORO ROAD.

DEPARTMENT: Planning

MEETING DATE: November 28, 2001

CONTACT PERSON: Cynthia S. Kinser

DEADLINE FOR ACTION: N/A

APPROVED:   
Department City Manager Finance

RECOMMENDATION:

ORDINANCE

That the City Council adopt the draft Resolution, thereby approving an Amendment to Specific Plan 10-003; a request to establish standards and procedures for 'casitas' on properties located within of Specific Plan 10-003.

Executive Summary: Cornerstone Developers, Inc. is requesting an amendment to an existing specific plan that would include provisions for the development and construction of 'casita' units in the front yard of R-1 (Single Family Residential) properties. The amendment would allow casitas to be built in the front yard at a reduced setback of 15 feet, rather than the current standard of 20 feet. Properties affected by this amendment are located south of 30th Avenue, west of Santoro Drive, north of McCallum Way and west of DaVall Drive and east of Santoro Road (see attached public hearing notice).

BACKGROUND:

On September 4, 2001, staff received an application to amend Specific Plan 10-003, a plan that was originally approved by the City Council on July 3, 1985. The Specific Plan encompasses approximately 160 acres, located south of 30th Avenue, north of McCallum Way, west of DaVall Drive and east of Santoro Road. The entire area covered by the Specific Plan is currently zoned R-1 (Single-Family Residential). The original purpose of the Specific Plan was primarily to establish circulation, drainage and park needs for the area. A large quantity of land encompassed by this Specific Plan is currently developed with single family residential. Additionally, one tentative tract map was recently approved that will add approximately 88 new residential homes to the area.

ANALYSIS:

The applicant is requesting that the development standards for single family homes in this specific plan area be modified to include a reduction in front yard setbacks to accommodate the construction of casitas. This reduction, when applied to neighborhood developments, can allow a developer to create front courtyards and interesting spaces instead of conforming to the typical front yard and front loaded garage.

City Council Staff Report
Re: Specific Plan Amendment 10-003
November 28, 2001
Page 2 of 3

A "casita" is defined as a guesthouse that includes living and restroom facilities although no kitchens are permitted. The addition of a kitchen would change the definition of the structure to a Second Dwelling Unit and would only be permitted with an approved Conditional Use Permit.

This particular amendment would affect a large number of existing residences and a number of vacant lots currently zoned for residential development. If approved, this amendment would allow an existing homeowner within the Specific Plan area to build a casita within their front yard setback. It would also allow developers of vacant property to include an option for a casita for new home developments.

On November 7, 2001, the Planning Commission recommended approval of an amendment to Specific Plan 10-003. The amendment establishes standards and procedures for the development of 'casitas'.

The attached Ordinance provides for the following standards:

1. A 'casita' is an attached or detached room on a residential single-family lot that does not provide any kitchen facilities.
2. Application for an Administrative Design Review (ADR) shall be submitted to the Planning Department and shall be reviewed and approved by the Architectural Review Committee.
3. Landscape plans shall be prepared and submitted to the Planning Department as part of the ADR. Particular attention should be paid to the transition from the public right-of-way to the façade of the casita. Block wall returns shall be installed to enclose the area created between the casita and the main house when applicable. Wall height, color, materials and location shall be subject to review and approval by the Architectural Review Committee.
4. Casitas shall not be permitted in rear yards.
5. The maximum size of a casita shall be 250 square feet.
6. Detached casitas shall maintain a minimum distance of ten (10) feet from any other structure.
7. The minimum front yard setback for a casita shall be 15 feet as measured from the property line. The side and rear setbacks, and the lot coverage requirements shall be those established per the residential zone of the property.
8. A casita shall provide and maintain consistent architecture of the existing or proposed single family dwelling unit.
9. Casitas are prohibited from being used as rental housing units.

ENVIRONMENTAL ANALYSIS:

On November 7, 2001, the Planning Commission adopted a Negative Declaration for this amendment pursuant to CEQA guidelines. Proper documentation of this action was filed with the County of Riverside Clerk-Recorder on November 15, 2001.

City Council Staff Report
Re: Specific Plan Amendment 10-003
November 28, 2001
Page 3 of 3

PUBLIC NOTIFICATION:

The Public Hearing notice was posted and published in The Desert Sun newspaper. In addition, the Public Hearing notice was mailed to all properties and property owners affected by this amendment and all property owners within a 300-foot radius of all properties in question.

ATTACHMENTS:

Exhibit A	Draft Resolution
Exhibit B	Map of properties affected by Specific Plan 10-003 (Amendment)

ORDINANCE NO. 01-_____

SPECIFIC PLAN 10-003 AMENDMENT

A ORDINANCE BY THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY, CALIFORNIA APPROVING AN AMENDMENT TO SPECIFIC PLAN 10-003, ESTABLISHING STANDARDS AND PROCEDURES FOR 'CASITAS' FOR PROPERTY LOCATED SOUTH OF 30TH AVENUE, NORTH OF McCALLUM WAY, WEST OF DAVALL DRIVE AND EAST OF SANTORO ROAD, IN THE R-1S (SINGLE-FAMILY RESIDENTIAL WITH A SPECIFIC PLAN OVERLAY) ZONE.

WHEREAS, an application to the City of Cathedral City, California ("City"), requesting an amendment to a Specific Plan under the provisions of the Section 18.06.02 of the Cathedral City Zoning Ordinance was initiated by the **Cornerstone Developers, Inc.** ("Applicant"); and

WHEREAS, said application has been submitted to said City's Planning Commission for recommendation after a properly noticed public hearing was held on November 7, 2001; and

WHEREAS, said application has been submitted to said City's City Council for approval after a properly noticed public hearing was held on November 28, 2001; and

WHEREAS, the applicant is requesting a Specific Plan Amendment to allow for standards and procedures regarding 'casitas' (a detached or attached room on a single-family residential lot) for properties generally located south of 30th Avenue, north of McCallum Way, west of DaVall Drive and east of Santoro Road, in the R1-S (Single-Family Residential with a Specific Plan Overlay) zone.

Section 1. The Planning Commission considered all of the evidence submitted into the administrative record which includes, but is not limited to: a) the Staff Reports prepared for the Planning Commission by the Associate Planner; b) the staff presentation; c) public comments, both written and oral, received and/or submitted at, or prior to, the public hearing/meeting supporting and/or opposing the staff recommendation; and, d) testimony and/or comments from the applicant and its representatives submitted to the City in both written and oral form at, or prior to, the public hearing/meeting.

Section 2. The City Council considered all of the evidence submitted into the administrative record which includes, but is not limited to: a) the Staff Report prepared for the City Council by the Associate Planner; b) the staff presentation; c) public comments, both written and oral, received and/or submitted at, or prior to, the public hearing/meeting supporting and/or opposing the staff recommendation; and, d) testimony and/or comments from the applicant and its representatives submitted to the City in both written and oral form at, or prior to, the public hearing/meeting.

Section 3. Based on the foregoing evidence the City Council finds that:

- a) The overall design does relate to the intent and purpose of said General Plan, Zoning Ordinance and to the general nature of the area in which the development is

located.

The development standards and review procedures established for casita units, providing standards for maximum unit size, building setbacks, placement, restrictions on use, and review by the Architectural Review Committee will insure that the 'casita' units are compatible with the low density residential character of the neighborhood, within Specific Plan 10-003.

NOW, THEREFORE, LET IT BE RESOLVED, that the City Council of the City of Cathedral City does approve Specific Plan Amendment 10-003, a request to allow casitas within the front yard setback of properties located within Specific Plan 10-003, as follows:

Add Letter "a." under Section 2:

- a. A 'casita' unit is permitted on single-family residential lots within Specific Plan 10-003 under the following provisions:
 1. A 'casita' is an attached or detached room on a residential single-family lot that does not provide any kitchen facilities.
 2. Application for an Administrative Design Review (ADR) shall be submitted to the Planning Department and shall be reviewed and approved by the Architectural Review Committee.
 3. Landscape plans shall be prepared and submitted to the Planning Department as part of the ADR. Particular attention should be paid to the transition from the public right-of-way to the façade of the casita. Block wall returns shall be installed to enclose the area created between the casita and the main house when applicable. Wall height, color, materials and location shall be subject to review and approval by the Architectural Review Committee.
 4. Casitas shall not be permitted in rear yards.
 5. The maximum size of a casita shall be 250 square feet.
 6. Detached casitas shall maintain a minimum distance of ten (10) feet from any other structure.
 7. The minimum front yard setback for a casita shall be 15 feet as measured from the property line. The side and rear setbacks, and the lot coverage requirements shall be those established per the residential zone of the property.
 8. A casita shall provide and maintain consistent architecture of the existing or proposed single family dwelling unit.
 9. Casitas are prohibited from being used as rental housing units.

Section 4. SEVERABILITY

The City Council declares that, should any portion, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Ordinance as hereby adopted shall remain in full force and effect.

Section 4. EFFECTIVE DATE

This ordinance shall take effect 30 days following passage by the City Council and shall supersede any conflicting provision of any Cathedral City ordinance.

Section 5. POSTING

The City Clerk shall, within 15 days after the passage of this Ordinance, cause it to be posted in at least the three (3) public places designated by resolution of the City Council; shall certify to the adoption and posting of this Ordinance; and shall cause this Ordinance and its certification, together with proof of posting, to be entered in the Book of Ordinances of this City.

The foregoing Ordinance was approved and adopted at a meeting of the City Council held on November 28, 2001 by the following vote:

Ayes:
Noes:
Abstain:
Absent:

George Stettler, Mayor

ATTEST:

Donna Velotta, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Steve Quintanilla, City Attorney

Cynthia S. Kinser, City Planner

REVIEWED:

Donald E. Bradley, City Manager



Notice of Public Hearing and Environmental Determination

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Cathedral City on the following item(s):

CASE: Specific Plan Amendment 10-003
APPLICANT: Cornerstone Developers, Inc.
OWNER: Various
REPRESENTATIVE: Mike Marix
LOCATION: All properties bounded by 30th Avenue, DaVall Drive, McCallum Way and Santoro Drive.
PROPOSAL: A request to amend an existing Specific Plan to allow "casitas" or guest units, in the front yard setbacks within Specific Plan 10-003.

**ENVIRONMENTAL
DETERMINATION:** Negative Declaration

STAFF RECOMMENDATION: Approval

Any person interested in any listed proposal can contact the Community Development Department, Planning Division, at 68-700 Avenida Lalo Guerrero, Cathedral City, California, during normal business hours (7:00 a.m. to 6:00 p.m., Monday through Thursday) or may telephone (760) 770-0345 for further information. The environmental findings, project application, and other supporting documents will be available for public inspection at the above address.

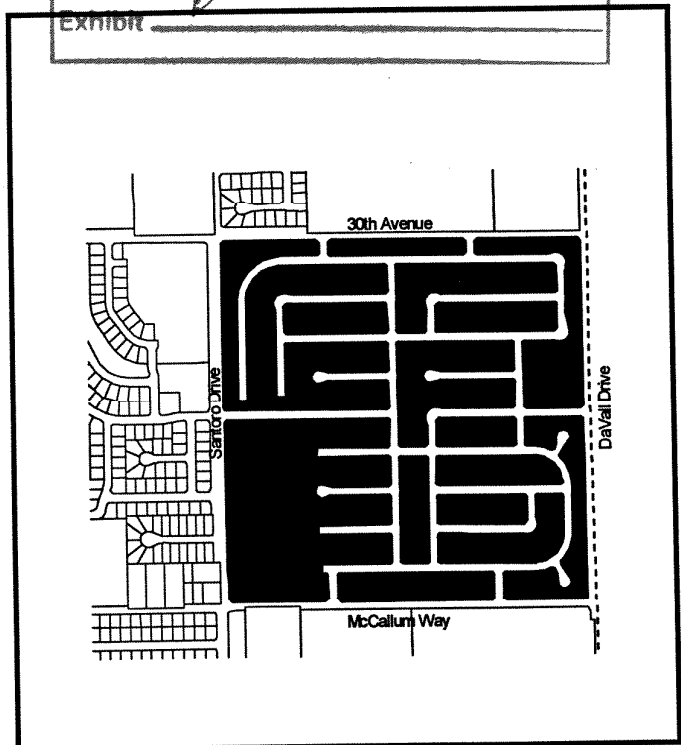
In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal or the environmental determination.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing.

NOTE TO THE PUBLIC:
IN COMPLIANCE WITH THE AMERICANS WITH DISABILITY ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT DONNA VELOTTA, CITY CLERK, AT (760) 770-0372. NOTIFICATION 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE CITY TO MAKE REASONABLE ACCOMMODATIONS TO ENSURE ACCESSIBILITY TO THIS MEETING. {28CFR35.104 ADA TITLE II}

Case Type/Number	SPA 10-003
Date	November 28, 2001
Exhibit	B



LOCATION ↑
CITY COUNCIL HEARING

City Council Chambers, City Hall
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234

DATE AND TIME: Nov. 28, 2001 at 7:30 PM

CONTACT PLANNER: Cynthia Kinser

PHONE: (760) 770-0370



AGENDA REPORT
for consideration by the
CATHEDRAL CITY CITY COUNCIL

SUBJECT: RESOLUTION APPROVING TENTATIVE TRACT MAP 30256 SUBDIVIDING APPROXIMATELY 10.05 ACRES INTO 42 SEPARATE PARCELS, LOCATED EAST OF SAN ELJAY AVENUE, SOUTH OF EL CANTO ROAD, NORTH OF BARISTO ROAD AND WEST OF SANTORO DRIVE (APN 670-130-003), IN THE R1-7.2S (SINGLE-FAMILY RESIDENTIAL WITH SPECIFIC PLAN OVERLAY) ZONE.

DEPARTMENT: Planning

MEETING DATE: November 28, 2001

CONTACT PERSON: Cynthia S. Kinser

DEADLINE FOR ACTION: N/A

APPROVED:   
Department City Manager Finance

RECOMMENDATION:

That the City Council adopt the draft Resolution, thereby approving Tentative Tract Map 30256, a request to subdivide approximately 10.05 acres into 42 separate parcels.

EXECUTIVE SUMMARY:

A request to approve a Tentative Tract Map to subdivide 10.05 acres into 42 single-family lots in order to enable the construction of new single family homes. The subdivision is in compliance with current zoning standards. The Planning Commission approved the Negative Declaration and recommended approval for this project on November 7, 2001.

BACKGROUND:

On August 6, 2001, staff received an application for Tentative Tract Map 30256, a request to subdivide approximately 10.05 acres into 42 separate parcels for the purpose of single-family residential home construction. The subject property is located east of San Eljay Avenue, south of El Canto Road, north of Baristo Road and west of Santoro Drive (APN 670-130-003). Properties to the north, south and west are developed with single-family homes, and the property to the west is vacant land.

Staff reviewed the application at the Development Services meetings of August 15, 2001 and September 19, 2001. Comments resulted which were either resolved or included as conditions of approval. After all issues were addressed the project was noticed for public hearing.

At this time model homes have not been submitted. At such time as the model homes are submitted, they will be reviewed by the Architectural Review Committee and Planning Commission.

RESOLUTION NO. P01-

TENTATIVE TRACT MAP 30256

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CATHEDRAL CITY, CALIFORNIA, APPROVING TENTATIVE TRACT MAP 30256 TO SUBDIVIDE A SINGLE PARCEL, APPROXIMATELY 10.05 ACRES, INTO 42 SEPARATE PARCELS, LOCATED EAST OF SAN ELJAY AVENUE, SOUTH OF EL CANTO ROAD, NORTH OF BARISTO ROAD AND WEST OF SANTORO DRIVE (APN 670-130-003), IN THE R1-7.2S (SINGLE-FAMILY RESIDENTIAL WITH SPECIFIC PLAN OVERLAY) ZONE.

WHEREAS, an application to the City of Cathedral City, California ("City"), for approval of a Tentative Tract Map under the provisions of the Subdivision Map Act was initiated by the **Al Thiessen** ("Applicant"); and

WHEREAS, said application has been submitted to said City's Planning Commission for decision after a properly noticed public hearing was held on November 7, 2001; and

WHEREAS, the applicant is requesting a Tentative Tract Map subdivide a single 10.05-acre parcel into 42 separate parcels, located east of San Eljay Avenue, south of El Canto Road, north of Baristo Road and west of Santoro Drive (APN 670-130-003), in the R1-7.2S (Single-Family Residential with a Specific Plan Overlay) zone; and

WHEREAS, the City of Cathedral City acting as Lead Agency has determined that the requested Tentative Tract Map will not have a significant impact on the environment and that Environmental Assessment 01-635 (Negative Declaration) was adopted by the Planning Commission on November 7, 2001.

THE CITY OF CATHEDRAL CITY CITY COUNCIL DOES RESOLVE AS FOLLOWS:

Section 1. The City Council has considered all of the evidence submitted into the administrative record, which includes, but is not limited to the following:

- a) The Staff Report prepared for the City Council by Cynthia S. Kinser, City Planner;
- b) The staff presentation at the City Council meeting held on November 28, 2001;
- c) Public comments, both written and oral, received and/or submitted at, or prior to, the public hearing/meeting supporting and/or opposing the staff recommendation; and
- d) Testimony and/or comments from interested parties including the Applicant and its representatives submitted to the City in both written and oral form at, or prior to, the public hearing/meeting.

Section 2. Based on the foregoing evidence the City Council finds that:

City Council Staff Report
Re: Tentative Tract Map 30256
November 28, 2001
Page 2 of 2

On November 7, 2001, the Planning Commission held a public hearing to discuss this project. The Planning Commission voted unanimously to approve the Negative Declaration and recommend that the City Council approval of the Tentative Tract.

ANALYSIS:

The proposed Tentative Tract enables the division of land to provide for single-family home development. The lot is currently zoned R1-7.2-S which allows residential development with a Specific Plan; however, no Specific Plan was adopted for the subject area.

The subject site is zoned for single-family residential development. The zoning designation is R1-7.2 which allows one unit for every 7,200 square feet of net lot area. This zone allows for one single-family dwelling per legal lot, small family day-care homes, home occupations and large family day-care homes. The proposed project is consistent with R-1 (Single-Family Residential) development standards.

The minimum lot size for this project is 7,200 square feet as required by the Zoning Ordinance. The proposed application shows lot sizes ranging from 7,270 to 11,874 square feet with an average lot size of 8,485 square feet.

The proposed street layout is compatible with the existing surrounding residential developments. The applicant proposes to extend the existing streets of El Toro Road, Victor Road and Neuma Drive, culminating in cul de sacs, to serve Lots 1 through 30. Lots 31 through 42 would be served by a new cul de sac branching west off of Santiago Road.

ENVIRONMENTAL ANALYSIS:

Staff completed the initial environmental assessment for this project on September 20, 2001. No significant impacts were identified and a Negative Declaration was proposed. To date, no comments have been received regarding this environmental determination. The public hearing for the proposed Negative Declaration was posted with the County of Riverside as required by State law. The Planning Commission approved the Negative Declaration on November 7, 2001.

PUBLIC NOTIFICATION:

The Public Hearing notice was posted and published in The Desert Sun newspaper. In addition, the Public Hearing notice was mailed to all properties and property owners within a 300-foot radius of the property in question.

ATTACHMENTS:

Exhibit A	Draft Resolution
Exhibit B	Tentative Tract Map 30256
Exhibit C	Public Hearing Notice

Section 2. Based on the foregoing evidence the City Council finds that:

- a) The City Council found that the proposal substantially complies with all applicable requirements of the Cathedral City Municipal Code, General Plan and Zoning Ordinance:

The Tentative Tract Map is allowed in the R1-7.2S zone. All required improvements not shown on the Tentative Tract Map exhibit are required as listed in the Conditions of Approval. With the approval and mitigating conditions, the project is compatible with the General Plan, Municipal Code and Zoning Ordinance.

- b) The overall design relates to the intent and purpose of said General Plan, Zoning Ordinance and to the general nature of the area in which the development is located.

The project area is adjacent to other single-family residential uses. The proposed tract map is for the purposes of single-family home development and is complimentary to the intent and purpose of all regulatory codes.

- c) The development provides for adequate public facilities and improvements.

All public facilities as required to sustain development on the site have been or will be provided by the Applicant as a condition of approval. Curb, gutter and sidewalk and City approved landscaping will be constructed for the property frontages along all streets.

Section 3. FEES, DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

1. The adopted Conditions of Approval for Tentative Tract Map 30256 incorporated here, may include dedications, reservations, and exactions pursuant to Government Code Section 66020 (d)(1).
2. The City expressly reserves the right to establish, modify or adjust any fee, dedication, reservation or other exaction to the extent permitted and as authorized by law.

Pursuant to Government Code Section 66020(d)(1), NOTICE IS FURTHER GIVEN that the 90 day period to protest the imposition of any impact fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020(a) and failure to timely follow this procedure will bar any subsequent legal action to attack, review, set aside, void or annul imposition.

The right to protest the fees, dedications, reservations, or other exactions does not apply to planning, zoning, grading, or other similar application processing fees or service fees in connection with this project and it does not apply to any fees, dedication, reservations, or other exactions of which you have been given a notice similar to this nor does it revive challenges to any fees for which the Statute of Limitations has previously expired.

DESCRIPTION	CURRENT FEE/CALCULATION FORMULA	ESTIMATED FEE
Police, Fire, Facilities & Signalization	\$150.00 per 1,000 square foot Increment (under roof)	Unknown
Fringe-Toed Lizard Mitigation Fee	\$100.00 per acre	\$4,000
Master Underground Plan	\$.15 per square foot of area under roof structure	Unknown
Transportation Uniform Mitigation Fee	\$794.31 per each residential unit	\$102,465.99
Transit Development Fee	\$5.00 per linear foot of frontage on major or arterial streets	\$13,195.15

Section 4. In view of all the evidence, and based on the foregoing findings, the City Council hereby resolves as follows:

- a) That the City Council of the City of Cathedral City, California, does approve Tentative Tract Map 30256 to subdivide an approximate 10.05-acre parcel into 42 separate parcels, located east of San Eljay Avenue, south of El Canto Road, north of Baristo Road and west of Santoro Drive (APN 670-130-003), in the R1-7.2S (Single-Family Residential with Specific Plan Overlay) zone, subject to the following conditions of approval:
 1. The development of the property shall conform substantially with that approved Exhibit B dated November 7, 2001, except as specifically modified by any of the conditions listed in this Resolution.
 2. The development of the premises shall conform to all Ordinances, codes, regulations, specific plan(s), policies and development design controls pursuant to the Cathedral City Municipal Code taking effect prior to issuance of any building permits.
 3. Approval of the referenced exhibit is preliminary only. All final working drawings shall be submitted to the Planning Department prior to issuance of building permits. Said plans shall include but not be limited to sidewalk/hardscape details, final landscaping, wall design and irrigation plans, exterior lighting plans, signage and utility plans.
 4. This map shall be recorded within two years after final action by the City Council, otherwise this Tentative Tract Map shall become null and void unless otherwise provided by Resolution. "Recorded" for the purposes herein is defined as legally recorded with the County of Riverside, Office of the Assessor.

5. All conditions herein shall be met prior to issuance of a building permit or occupancy clearance permit as determined by the City Planner.
6. On-site fire-fighting water shall be available to within 150 feet of all combustibles with a delivery capability of 1,500 gallons per minute flow for a two-hour duration for Type V-N construction.
7. Access roadways to within 150 feet of all combustibles shall be maintained with a minimum of 20 feet clearance and a certified compaction test of 95 percent. The surface may be of compacted soil.
8. During excavation of access roads, secondary access roadways shall be maintained to 150 feet of all combustibles. All secondary access roads shall meet the minimum standards as listed above.
9. At any time during construction, when combustibles are on-site and conditions 6 through 8 are not being adhered to, the construction will be halted with a Stop Work Order until such time that these conditions are met. In accordance with Section 8.04.080 of the Cathedral City Municipal Code, a violation of a Stop Work Order is a violation of the Building Code and is a misdemeanor punishable by a fine of up to \$1,000.00 and/or six months imprisonment.
10. All residences within the subdivision shall be protected with a NFPA 13D Fire Sprinkler System.
11. Development of a model complex will require a separate Design Review application to be approved by the Planning Commission.
12. Perimeter walls and landscape plans shall be submitted to the Planning Department for review and approval prior to issuance of any building permits. All interior street side yards shall be landscaped in accordance with a plan to be approved by the Planning Department. The Applicant shall work with the Planning Department and shall submit alternative drought tolerant landscaping options for the front yards of the homes to be developed.
13. All the public street dedications and other required public rights of way shall be made either by final map or by separate instrument, prior to final map approval. All streets shall be dedicated to the width shown on the approved tentative map.
14. The public and private streets and facilities in and adjacent to the tract shall be designed by a registered civil engineer, meeting City standards and provisions, subject to the approval of the City Engineer, and constructed as follows:
15. City standard street lights shall be constructed on all public streets, and approved street name signs shall be installed on all streets.
16. All interior streets shall be constructed with curb and gutter and pavement providing a minimum width of 40 feet between curbs.
17. The proposed cul-de-sac shall be improved with pavement and a 38-foot (minimum) curb radius.

18. Sanitary sewers shall be installed in the tract, and a water and fire protection system shall be installed, all meeting local water district and Fire Marshal standards.
19. All streets shall be improved with concrete sidewalks, five feet wide. Sidewalks on the interior streets shall be located against the property line to provide a parkway strip between the sidewalk and curb. Sidewalks on all streets shall be improved with street lights.
20. Fire protection facilities shall be provided as required by the City Fire Marshall in accordance with a Water System Plan designed by a California Registered Engineer and approved by the Coachella Valley Water District prior to delivery of combustible materials to the site.
21. Each unit designated by the City Fire Marshall shall be equipped with an integral fire sprinkler system per the current Uniform Building and Fire Codes.
22. All on-site electrical, telephone, gas, cable television and other such similar utilities shall be provided at the developer's cost and shall be installed underground. Notification to all utility companies must be performed prior to construction.
23. All public utility easements shall be offered for dedication and shown on the final map.
24. A grading and drainage plan shall be prepared for the approval of the City Engineer before any site grading, clearing, or scarification takes place. A blow sand/PM10 plan per the current AQMD standards and erosion control plan shall also be prepared for City approval, before any grading begins.
25. If the tract is graded and then built in phases, the areas of grading where no building is occurring shall be covered with an approved dust preventive substance or planting, and the area shall be barricaded to deter vehicular use. A Notice of Intention and other approvals as required by the State Water Quality Control Board and Southern California Air Quality Management District shall be obtained prior to grading. If the tract is to be graded and developed in phases, then the subdivider shall post a \$5,000 cash bond with the City Engineer's office to assure compliance with the blow sand regulations.
26. At no time will the existing residential streets at the tract entrances be allowed to be used for construction staging, storage or other such construction related activities. Access by heavy equipment shall be limited to the minimum number of trips essential to completing the construction. Any damage to the existing public roadways, sidewalks or other infrastructure shall be repaired or replaced by the developer's contractor at his own expense, as directed by the City Engineer.
27. If the tract map is recorded and developed in phases, the City Engineer reserves the right to require additional dedications and improvements outside any phase or increment to assure that each phase or map increment is properly served with utilities and with proper traffic circulation.

28. If the tract is built in phases, barricades shall be constructed at the temporary dead-ends of the streets to prevent access to the graded or undeveloped portions of the tract.
29. Prior to final map approval, all of the required dedications shall be made, and all of the required improvements shall either be constructed, or guaranteed to be constructed, within a time certain, by the subdivider's execution of a subdivision agreement, in a form approved by the City Attorney, secured with sufficient improvement securities to guarantee the installation of the required improvements, and a monument bond to assure monumentation and submittal of centerline ties.
30. Prior to final map approval, the subdivider shall present evidence to the City Engineer's office that financial arrangements have been made to serve the entire tract with sewer and water service, and that all rights of way and other off-site approvals have been granted in order to construct these systems.
31. Prior to final map approval, the subdivider/property owner shall execute a recordable covenant requesting the annexation to a Landscape and Lighting District, to cover the ongoing maintenance, of general benefit landscape and lighting areas maintained by the City. The owner shall submit a letter of request and process annexation into the LLD concurrently with map approval by City Council.
32. Prior to final map approval, all proposed street names shall be approved by the City and shown on the final map.

Section 5. The Secretary to the City Council shall certify as to the adoption of this resolution and shall cause the same to be processed in the manner required by law.

PASSED AND APPROVED on this 28th day of November, 2001.

Mayor George Stettler

Attest:

City Clerk

Approved as to Form:

Approved as to Content:

City Attorney

City Planner

Approved:

City Manager

PETER B. LANTIER & ASSOCIATES
PB&A
 2000 W. 10TH AVE.
 SUITE 100
 DENVER, CO 80202
 TEL: (303) 733-4233 FAX: (303) 733-4995 MAIL: 141110-0000

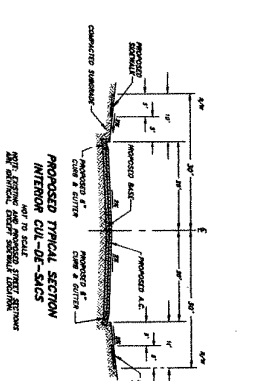
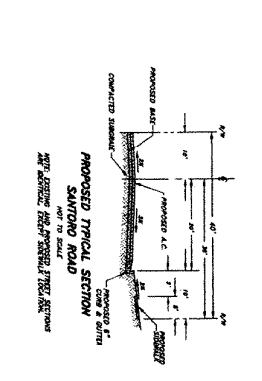
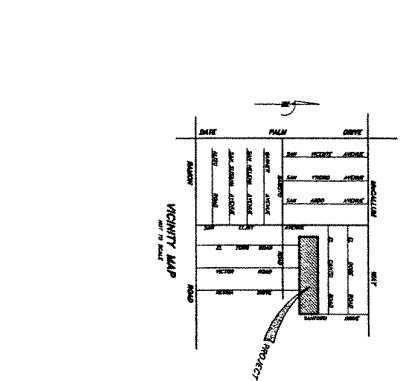
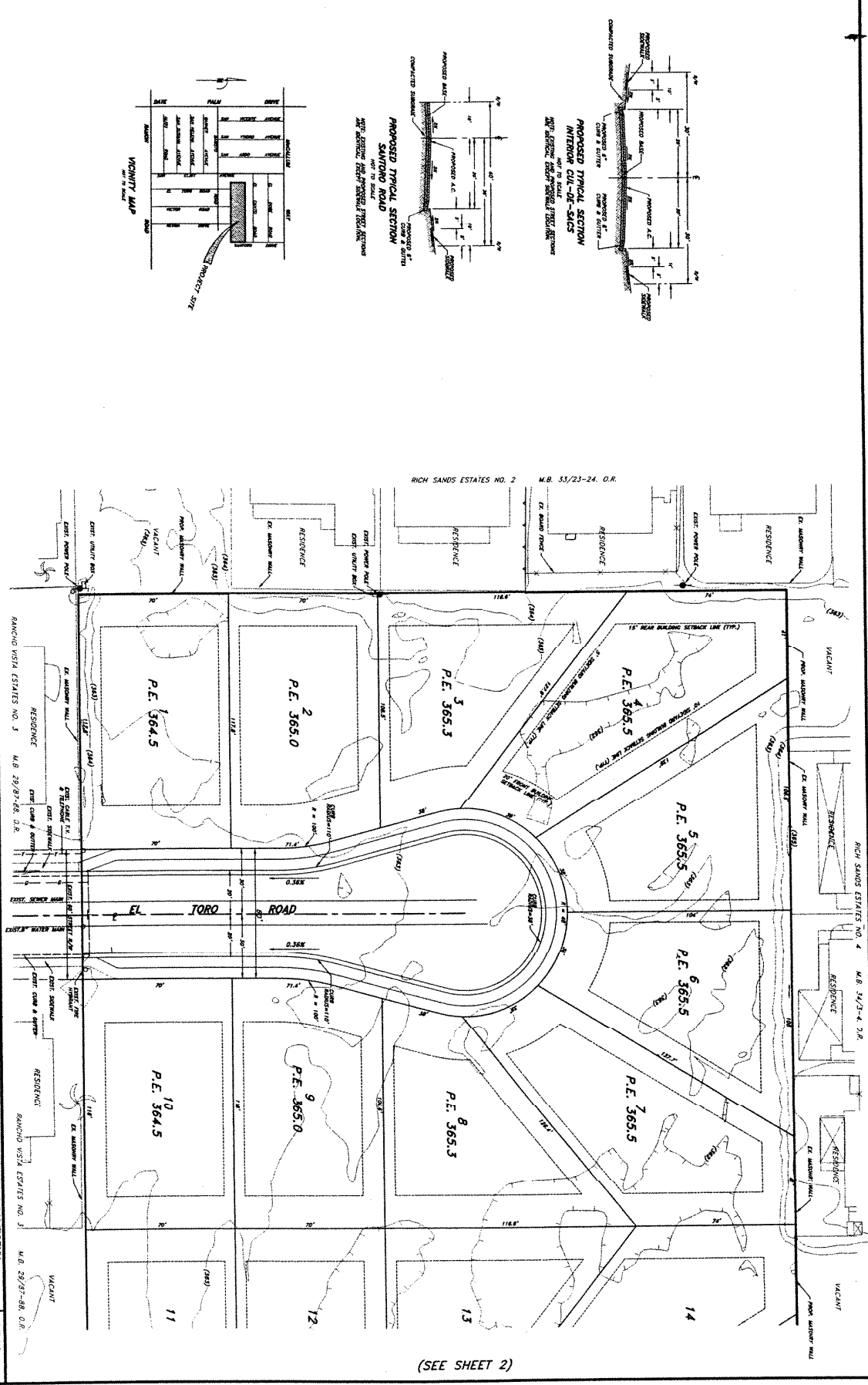
EXISTING ZONING:
 R-1-125
PROPOSED ZONING:
 GENERAL PLAN DESIGNATION:
 U-20

OWNER/ARCHITECT:
 RICH SANDS ESTATES NO. 2
 10000 E. 10TH AVE.
 DENVER, CO 80231
 TEL: (303) 733-4233 FAX: (303) 733-4995
ENGINEER:
 PETER B. LANTIER & ASSOCIATES
 2000 W. 10TH AVE.
 SUITE 100
 DENVER, CO 80202
 TEL: (303) 733-4233 FAX: (303) 733-4995

STATISTICAL SUMMARY:
 TOTAL AREA: 10.00 AC.
 TOTAL LOT AREA: 10.00 AC.
 TOTAL LOT COUNT: 14
 TOTAL LOT AREA PER ACRE: 0.71 AC.
 TOTAL LOT AREA PER ACRE: 0.71 AC.
 TOTAL LOT AREA PER ACRE: 0.71 AC.

LOCAL DESCRIPTION:
 THE NORTH HALF OF THE SOUTH HALF
 OF THE NE 1/4 OF THE SE 1/4 OF THE
 SECTION 16, TOWNSHIP 4 NORTH, RANGE 3 EAST,
 COUNTY OF DENVER, STATE OF COLORADO.

DATE PREPARED: 8-2-01
SCALE: 1" = 30'
SHEET NO. 1
TOTAL SHEETS: 3
TITLE: TENTATIVE TRACT NO. 30256
SITE PLAN & PRELIMINARY GRADING PLAN
IN SECTION 16, TOWNSHIP 4 NORTH, RANGE 3 EAST, S.B.M.



(SEE SHEET 2)



Notice of Public Hearing & Environmental Determination

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Cathedral City on the following item(s):

CASE: Tentative Tract Map 30256

APPLICANT: Al Thiessen

OWNER: Al Thiessen

REPRESENTATIVE: Al Thiessen

LOCATION: East of San Eljay Avenue, south of El Canto Road, north of Baristo Road and west of Santoro Drive (APN 670-130-003)

PROPOSAL: A request to subdivide 10.05 acres into 42 lots for the purpose of single family home construction.

**ENVIRONMENTAL
DETERMINATION:** Negative Declaration

STAFF RECOMMENDATION: Approval

Any person interested in any listed proposal can contact the Community Development Department, Planning Division, at 68-700 Avenida Lalo Guerrero, Cathedral City, California, during normal business hours (7:00 a.m. to 6:00 p.m., Monday through Thursday) or may telephone (760) 770-0374 for further information. The environmental findings, project application, and other supporting documents will be available for public inspection at the above address.

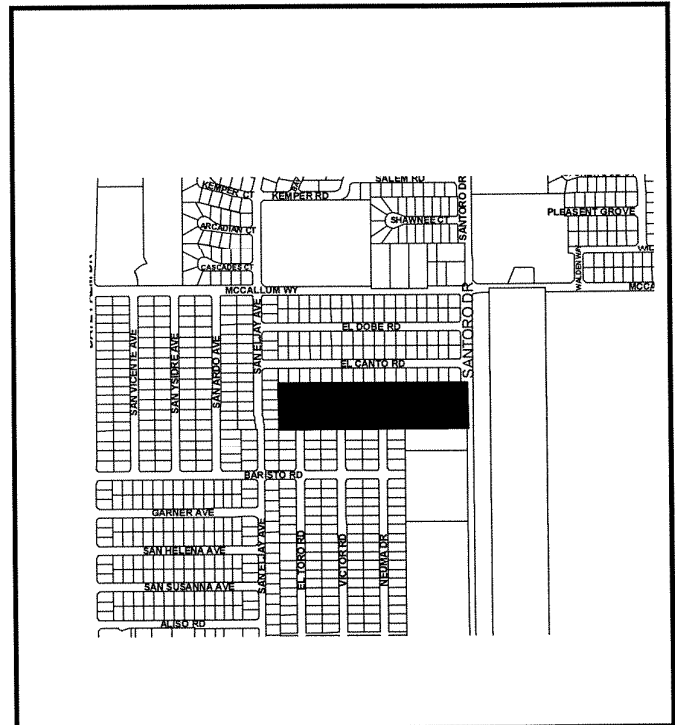
In the case of Public Hearing items, any person may also appear and be heard in support of or opposition to the project or recommendation of adoption of the Environmental Determination at the time of the Hearing.

The City Council, at the Hearing or during deliberations, could approve changes or alternatives to the proposal or the environmental determination.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council, or prior to, the Public Hearing.

NOTE TO THE PUBLIC:

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITY ACT, IF YOU NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT DONNA VELOTTA, CITY CLERK, AT (760) 770-0322. NOTIFICATION 48 HOURS PRIOR TO THE MEETING WILL ENABLE THE CITY TO MAKE REASONABLE ACCOMMODATIONS TO ENSURE ACCESSIBILITY TO THIS MEETING. {28 CFR 35.104 ADA TITLE II}



LOCATION N CITY COUNCIL HEARING

City Council Chambers, City Hall
68-700 Avenida Lalo Guerrero
Cathedral City, CA 92234

DATE AND TIME: November 28, 2001 at 7:00 PM

CONTACT PLANNER: Kim Chafin

PHONE: (760) 770-0339

**CITY OF CATHEDRAL CITY
CITY COUNCIL
AGENDA REPORT**

SUBJECT: Service Provider Agreement Cathedral City Senior Center

DEPARTMENT: Economic Development

MEETING DATE: November 28, 2001

CONTACT PERSON: Tony Barton

DEADLINE FOR ACTION: N/A

APPROVED:  .  
Department City Manager Finance

EXECUTIVE SUMMARY:

The City Council has been providing a certain portion of funding for several community service organizations for a number of years. The primary reason for funding these service organizations has been to enable them to perform certain duties that the City may not otherwise be in a position to provide within the same cost structure. Traditionally, the Council has provided partial funding for the Senior Center, Boys and Girls Club and the Chamber of Commerce.

In recent months, the City Council has requested that a more detailed account of funding and services be implemented. In that request, a variety of "checks and balances" has been addressed. Foremost is the execution of a Service Provider Agreement. Within the agreement are a Scope of Services, compensation arrangements and a performance schedule.

RECOMMENDATION:

That the City Council authorize the execution of the Service Provider Agreement between the City of Cathedral City and the Cathedral City Senior Center.

BACKGROUND:

The City of Cathedral City has participated with the Cathedral City Senior Center in a variety of activities over the past several years. Recently, the City Council expressed concerns over monitoring and performance of all of the Community Service Organizations and directed Staff to implement a more comprehensive and detailed funding program. The attached **Service Provider Agreement** is a result of input from the City Council, Staff, the Providers and the City Attorney. Of utmost concern was the City's position in the giving of public funds, commonly referred to as a "gift of public funds". Within the guidelines to funding any organization, group or contractor, it must be established that the funds are either for a specific purpose or for the public good. The Service Provider Agreement provides for a "contract" with the Senior Center for specific services.

ANALYSIS:

This item was continued from the Council Meeting of October 10, 2001 due the Council not having a chance to review the organization's current audit report. Staff has obtained the report and distributed it to the Council Members separate from the Agenda Report. Staff has analyzed the audit and it appears to be in order.

The Cathedral City Senior Center has requested \$48,888 to provide services to the City for fiscal year 2001/2002. This reflects the amount recommended by Staff.

The purpose of the Senior Center is to provide services for local Senior Citizens in the form of outreach, social, legal, medical and educational programs. In addition, the organization has been involved with a variety of City events and programs such as holiday activities, special events and volunteerism. The Senior Center serves the senior citizen community as a whole by providing services that promote healthy and active lifestyles for seniors and therefore, greatly contributes to the quality of life issues in our community.

Specifically the agreement addresses the continued support of the following programs: Social/Recreation, medical and legal, educational and case management outreach.

The funding sources for the Senior Center comes from a variety of activities and venues. Including; membership dues, special events, contributions and contracts with the City of Cathedral City. The expenditures for the Senior Center in 2000 were \$262,000. Historically, the City has provided funding for the Center for a number of years. Most recent figures show the following funding patterns; 1995/96 - \$56,000, 1996/97 - \$56,000, 1997/98 - \$56,000, 1998/99 - \$56,000, 1999/00 - \$48,888 and 2000/2001 - \$48,888.

It is Staff's opinion the Senior Center has performed well in the past and that they have provided all of the services they have promised. The Staff at the Senior Center are highly qualified individuals that have extensive backgrounds in gerontology, outreach and office management.

It is Staff's opinion that the Cathedral City Senior Center is financially responsible and has a proven track record of providing detailed audits of their operations upon demand. In addition, Staff believes that the Senior Center is capable, willing and able to perform the functions of the proposed agreement and in fact has already performed some of the initial work on several of the proposals.

ALTERNATIVES:

There are a variety of alternatives available to the City Council. Those include partial to no funding on any level that the Council desires.

FISCAL IMPACT: \$48,888 – Community Organizations

ATTACHMENTS:

Service Provider Agreement

Cover Letter

Scope of Services

Performance Schedule

Fourth Quarter Report 2000/2001

First Quarterly Report 2001/2002

**SERVICE PROVIDER AGREEMENT
BY AND BETWEEN
THE CITY OF CATHEDRAL CITY
AND
Cathedral City Senior Center**

THIS SERVICE PROVIDER AGREEMENT, is made and entered into this 29th day of November, 2001, by and between the City of Cathedral City, a municipal corporation located in the County of Riverside, State of California, hereinafter referred to as the "City", and Cathedral City Senior Center, a California [501(c)(3)] nonprofit corporation, hereinafter referred to as "Service Provider".

RECITALS:

WHEREAS, the Cathedral City Senior Center wishes to continue to provide services to the City of Cathedral City as the City's provider of Senior Services; and

WHEREAS, in light of the facts set forth above, the City desires to retain the services of a qualified service provider to provide, on an independent contractor's basis, services in connection with the Cathedral City Senior Center and the services that are to be provided to the City as a whole as outlined in the Scope of Services.

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS, CONDITIONS AND PROMISES CONTAINED HEREIN AND FOR SUCH OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. RECITALS

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth herein.

Section 2. SCOPE OF SERVICES

Service Provider shall provide to the City those services as set forth in the "Scope of Services", attached hereto as Exhibit "A", and incorporated herein by this reference as though set forth at length.

Section 3. COMPENSATION

The City shall pay a total amount of **\$48,888** for the services rendered by Service Provider pursuant to this Agreement.

Section 4. PAYMENT SCHEDULE

The City shall pay Service Provider in quarterly payments beginning July 1, 2001 and commencing every quarter thereafter until the total sum has been paid. Payment Schedule should be as follows; Payment 1 – On or about July 1, 2001. Payment 2 – On or about October 1, 2001. Payment 3 – On or about January 1, 2002. Payment 4 – On or about April 1, 2002. All Payments are subject to the Quarterly Reports submittal process and approvals.

Section 5. PERFORMANCE SCHEDULE

Service Provider shall perform those services set forth in the Scope of Services pursuant to the "Performance Schedule" attached hereto as Exhibit "B", and incorporated herein by this reference as though set forth at length.

Section 6. TERM OF AGREEMENT

This Agreement shall be for a term of 12 months, commencing on July 1, 2001.

Section 7. INDEPENDENT CONTRACTOR'S STATUS

Service Provider shall at all times during the term of this Agreement perform the services described in this Agreement as an independent contractor.

**Section 8. REPRESENTATIONS AND ACKNOWLEDGMENTS
REGARDING INDEPENDENT CONTRACTOR'S STATUS OF
SERVICE PROVIDER**

a. Service Provider represents and acknowledges the following:

(1) The City is not required to provide any training or legal counsel to Service Provider or its employees in order for Service Provider to perform the services described in this Agreement.

(2) Performance of the services described in this Agreement do not have to be integrated into the daily business operations of the City.

(3) The services described in this Agreement can be performed without the use of City equipment, materials, tools or facilities unless otherwise provided under a separate agreement.

(4) Nothing in this Agreement shall be interpreted to imply that the City must maintain any contractual relationship with Service Provider on a continuing basis after termination of this Agreement.

(5) The City will not be requested or demanded to assume any liability for

the direct payment of any salary, wage or other such compensation to any person employed by Service Provider to perform the services described in this Agreement.

(6) Service Provider shall not at any time or in any manner represent that it or any of its officers, employees, or agents are "employees" of the City.

b. The City represents and acknowledges the following:

(1) Service Provider is not required to comply with daily instructions from City staff with respect to when, where or how Service Provider must perform the services set forth in this Agreement.

(2) Service Provider is solely responsible for determining who, under the supervision or direction of Service Provider, will perform the services set forth in this Agreement.

(3) The City will not hire, supervise or pay any assistants working for Service Provider pursuant to this Agreement.

(4) Nothing in this Agreement shall be interpreted to imply that the Service Provider must maintain any contractual relationship with the City on a continuing basis after termination of this Agreement.

(5) It is the sole responsibility of Service Provider to set the hours in which Service Provider performs or plans to perform the services set forth in this Agreement.

(6) Service Provider is not required to devote full time to the business operations of the City in order to perform the services set forth in this Agreement.

(7) Unless deemed necessary under certain circumstances, Service Provider is not required to perform the services set forth in this Agreement at City Hall or on City-owned property.

(8) Other than attendance at required public meetings and public hearings and complying with procedural requirements set forth by law, Service Provider is not required to perform the services set forth in the Agreement in any particular order or sequence.

(9) Nothing in this Agreement shall be interpreted to preclude Service Provider from working for other persons or firms, provided that such work does not create a conflict of interest.

Section 9. NOT AGENT OF THE CITY

a. Nothing contained in this Agreement shall be deemed, construed or represented by the City or Service Provider or by any third person to create the

relationship of principal and agent.

b. Service Provider shall have no authority, expressed or implied, to act on behalf of the City in any capacity whatsoever as an agent, nor shall Service Provider have any authority, expressed or implied, to bind the City to any obligation whatsoever.

Section 10. QUALIFICATIONS

Service Provider represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement.

Section 11. WARRANTY

Service Provider warrants that all services will be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such services.

Section 12. FAMILIARITY WITH WORK

a. By executing this Agreement, Service Provider warrants that (1) it has thoroughly investigated and considered the work to be performed, (2) it has investigated the issues, regarding the scope of services to be provided, (3) it has carefully considered how the work should be performed, and (4) it fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement.

b. Should Service Provider discover any latent or unknown conditions materially differing from those inherent in the work or as represented by the City, it shall immediately inform the City of such fact and shall not proceed except at Service Provider's risk until written instructions are received from the City Manager or his or her designee.

Section 13. CONFLICTS OF INTEREST

Service Provider covenants that neither it nor any officer of the corporation has any interest, nor shall it acquire an interest, directly or indirectly, which would conflict in any manner with the performance of Service Provider's services under this Agreement.

Section 14. POLITICAL ACTIVITY

None of the proceeds of any funding received from the City pursuant to this Agreement shall be used for political activities unless such activities are related to a legislative matter that is officially supported by the City Council via a duly adopted Resolution of Support of the City Council and the proceeds are used to advance or promote the City Council's official position on the subject legislative matter.

Section 15. **COMPLIANCE WITH LAWS**

Service Provider shall comply with all local, state and federal laws and regulations applicable to the services required hereunder, including any rule, regulation or bylaw governing the conduct or performance of Service Provider and/or its employees, officers, or board members.

Section 16. **NONDISCRIMINATION**

a. Service Provider shall comply with the City's employment related nondiscrimination policies as set forth in the City's Municipal Code, as it may be amended from time to time.

b. Service Provider acknowledges that the City's employment related nondiscrimination policies prohibit discrimination on the basis of an individual's sex, marital status, race, color, religion, ancestry, national origin, physical handicap, sexual orientation, and domestic partnership status.

Section 17. **COMPREHENSIVE GENERAL AND AUTOMOBILE LIABILITY INSURANCE**

Service Provider shall procure and maintain at its own expense, during the term of this Agreement, comprehensive general liability insurance of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury and property damage.

Section 18. **WORKERS' COMPENSATION INSURANCE**

a. Service Provider shall procure and maintain at its own expense, during the term of this Agreement, workers' compensation insurance, providing coverage as required by the California State Workers' Compensation Law.

b. If any class of employees employed by the Service Provider pursuant to this Agreement is not protected by the California State Workers' Compensation Law, Service Provider shall provide adequate insurance for the protection of such employees to the satisfaction of the City.

Section 19. **LIABILITY INSURANCE**

Service Provider shall procure and maintain through the entire term of this Agreement errors and omissions, professional liability, or directors and officers insurance in an amount deemed acceptable by the City Manager.

Section 20. **ADDITIONAL NAMED INSURED**

Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation, errors and omissions, professional liability or directors and officers coverage, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the City Manager, Deputy City Manager, Administrative Services Director, and City Attorney, are named as additional insureds.

Section 21. **WAVIER OF SUBROGATION RIGHTS**

Service Provider shall require the carriers of all required insurance policies to waive all rights of subrogation against the City and its officers, volunteers, employees, contractors and subcontractors.

Section 22. **PROOF OF INSURANCE COVERAGE**

a. Service Provider shall secure from a good and responsible company or companies authorized to do insurance business in the State of California the policies of insurance required by this Agreement and furnish to the City Clerk of the City certificates of said insurance on or before the commencement of the term of this Agreement.

b. The certificates of insurance shall bear an endorsement whereby it is provided that, in the event of cancellation or amendment of any required insurance policy for any reason whatsoever, the City shall be notified by mail, postage prepaid, not less than thirty (30) days before the cancellation or amendment is effective.

c. The certificates of insurance shall bear an endorsement whereby it is provided that the respective insurance policy shall not be terminated or expire without first providing thirty (30) days' written notice to the City of such termination or expiration.

d. The certificates of insurance shall indicate that the respective insurance policy will be maintained throughout the term of this Agreement.

e. Within thirty (30) days of the execution of this Agreement, Service Provider shall furnish certified copies of all required insurance policies and endorsements.

Section 23. **TERMINATION OR SUSPENSION**

a. This Agreement may be terminated or suspended without cause by either party at any time provided that the respective party provides the other party at least thirty (30) business days' written notice of such termination or suspension.

b. This Agreement may be terminated or suspended with cause by either party at any time provided that the respective party provides the other party at least ten (10) business days' written notice of such termination or suspension.

c. In the event of a termination of this Agreement under this Section 15, Service Provider shall provide all documents, reports, data or other work product developed in performance of the Scope of Services of this Agreement to the City, within ten (10) calendar days of such termination and without additional charge to the City.

Section 24. TIME OF THE ESSENCE

Time is of the essence in the performance of this Agreement.

Section 25. INDEMNIFICATION

a. Service Provider shall defend, indemnify and hold harmless the City, its officers, employees, representatives and agents, from and against those actions, suits, proceedings, claims, demands, losses, costs and expenses, including legal costs and attorneys' fees, for any personal injuries, deaths, property damage (including property owned by the City) which may arise out of Service Provider's negligent performance of the services described in this Agreement, unless such losses or damages are proven to be caused by the City's own negligence or that of its officers or employees.

b. The City does not, and shall not, waive any rights that it may have against Service Provider under this Section, because of the acceptance by the City, or the deposit with the City, of any insurance policy or certificate required pursuant to this Agreement. The hold harmless and indemnification provisions of this Section shall apply regardless of whether or not said insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense described herein.

Section 26. REPORTS

Service Provider shall periodically prepare and submit to the City Manager or his or her designee such reports concerning Service Provider's performance of the services required by this Agreement on a quarterly basis commencing one month of the effective date as set forth in the opening paragraph of this Agreement.

Section 27. RECORDS

a. Service Provider shall keep such books and records as shall be necessary to perform the services required by this Agreement and enable the City Manager or his or her designee to evaluate the cost and the performance of such services.

b. Books and records pertaining to costs shall be kept and prepared in accordance with generally accepted accounting principals.

c. The City Manager or his or her designee shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

d. Records and supporting documents pertaining to the use of funds paid to service provider hereunder shall be retained by Service Provider and made available to the City Manager or his or her designee for purposes of performing an audit for a period of five (5) years from the date of termination of this Agreement.

Section 28. OWNERSHIP OF DOCUMENTS

a. Upon completion of any document or report required to be provided by Service Provider in the course of performing any of the services described in this Agreement, or upon earlier termination of this Agreement, all completed original documents and/or reports and any designs, drawings, calculations, diskettes, computer files, notes, and other related materials prepared or produced in connection with such documents or reports shall become the sole property of the City and may be used and/or reused on any other project by the City without the permission of Service Provider.

b. All computer files produced in connection with the services described in this Agreement shall be provided to the City in a form and format that is compatible with the City's existing computer equipment and software.

Section 29. CONFIDENTIALITY

a. Any and all documents and information obtained from the City or prepared by Service Provider for the City shall be kept strictly confidential unless otherwise provided by law.

b. The drawings, specifications, reports, records, documents and other materials prepared by Service Provider in the performance of services under this Agreement shall not be released publicly without the prior written approval of the City Manager or as required by law.

c. Service Provider shall not disclose to any other entity or person any information regarding the activities of the City, except as required by law or as authorized by the City.

Section 30. PRINCIPLE REPRESENTATIVES

a. Lynne Kneifel is designated as the principle representative of Service Provider for purposes of communicating with the City on any matter associated with the performance of the services set forth in this Agreement.

b. The Parks and Recreation Manager shall be the principle representative of the City for purposes of communicating with Service Provider on any matter associated with the performance of the services set forth in this Agreement.

c. Either party may designate in another individual as its principle

representative by giving written notice of such designation to the other party.

d. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Service Provider and devoting sufficient time to personally supervise the services hereunder.

Section 31. MODIFICATIONS AND AMENDMENTS

This Agreement may be modified or amended only by a written instrument signed by both parties

Section 32. ENTIRE AGREEMENT

a. This Agreement supersedes any and all other agreements, either oral or written, between the City and Service Provider with respect to the subject matter of this Agreement.

b. This Agreement contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement, and each party to this Agreement acknowledges that no representations, inducements, promises, or agreements have been made by or on behalf of any party except those covenants and agreements embodied in this Agreement.

c. No agreement, statement, or promise not contained in this Agreement shall be valid or binding.

Section 33. AMBIGUITIES

This Agreement is in all respects intended by each party hereto to be deemed and construed to have been jointly prepared by the parties and the parties hereby expressly agree that any uncertainty or ambiguity existing herein shall not be interpreted against either of them. Except as expressly limited by this paragraph, all of the applicable rules of interpretation of contract shall govern the interpretation of any uncertainty or ambiguity of this Agreement.

Section 34. NOTICES

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

To the City:

Don E. Bradley, City Manager
City of Cathedral City
68-700 Avenida Lalo Guerrero
Cathedral City, California 92234

To Service Provider: Lynne Kneifel, Executive Director
Cathedral City Senior Center
68-727 E. Palm Canyon Dr.
Cathedral City, CA 92234

b. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or as of the second (2nd) day after deposit in the United States mail.

Section 35. **NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer or employee of the City shall be personally liable to Service Provider, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Service Provider or to its successor, or for any breach of any obligation of the terms of this Agreement.

Section 36. **REVIEW BY ATTORNEYS**

Each party hereto has had its attorneys review this Agreement and all related documents. Each party hereto has consulted with its attorneys and has negotiated the terms of this Agreement based on such consultation.

Section 37. **WAIVER**

a. No waiver shall be binding, unless executed in writing by the party making the waiver.

b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

c. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

Section 38. **ASSIGNMENT**

a. The experience, knowledge, capability and reputation of Service Provider, its principals and employees were a substantial inducement for the City to enter into this Agreement.

b. This Agreement shall not be assigned by either party without prior written consent of the other party.

Section 39. **CARE OF WORK**

The performance of services by Service Provider shall not relieve Service Provider from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the City, when such inaccuracies are due to the negligence of Service Provider.

Section 40. **CAPTIONS AND HEADINGS**

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

Section 41. **SUCCESSORS, HEIRS AND ASSIGNS**

Except as otherwise expressly provided herein, this Agreement shall be binding upon the successors, endorsees, assigns, heirs, and personal representatives of each of the parties to this Agreement and, likewise, shall inure to the benefit of the successors, endorsees, assigns, heirs, and personal representatives of each of the parties.

Section 42. **GENDER**

In this Agreement, unless the context clearly requires otherwise, the masculine, feminine and neuter genders and the singular and the plural shall include one another.

Section 43. **SEVERABILITY**

If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

Section 44. **GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law.

Section 45. **DEFAULT**

a. Failure or delay by any party to this Agreement to perform any material term or provision of this Agreement shall constitute a default under this Agreement; provided however, that if the party who is otherwise claimed to be in default by the other party commences to cure, correct or remedy the alleged default within fifteen (15) calendar days after receipt of written notice specifying such default and shall diligently complete such cure, correction or remedy, such party shall not be deemed to be in default hereunder.

b. The party which may claim that a default has occurred shall give written notice of default to the party in default, specifying the alleged default. Delay in giving such

notice shall not constitute a waiver of any default nor shall it change the time of default; provided, however, the injured party shall have no right to exercise any remedy for a default hereunder without delivering the written default notice, as specified herein.

c. Any failure or delay by a party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

d. In the event that a default of any party to this Agreement may remain uncured for more than fifteen (15) calendar days following written notice, as provided above, a "breach" shall be deemed to have occurred. In the event of a breach, the injured party shall be entitled to seek any appropriate remedy or damages by initiating legal proceedings.

Section 46. CUMULATIVE REMEDIES

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other party.

Section 47. VENUE

All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Riverside County, California.

Section 48. ATTORNEY'S FEES

In the event any action, suite or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, from the losing party, and any judgment or decree rendered in such a proceeding shall include an award thereof.

Section 49. EFFECTIVENESS OF AGREEMENT

This Agreement shall not be binding upon the City, until signed by the authorized representative(s) of Service Provider, approved by the City Council of the City of Cathedral City, approved as to form by the City Attorney for the City of Cathedral City and executed by the City Manager of the City of Cathedral City.

Section 50.

**REPRESENTATIONS OF PARTIES AND PERSONS
EXECUTING AGREEMENT**

- (a) Each of the parties to this Agreement hereby represents that all necessary and appropriate actions of their governing bodies have been taken to make this Agreement a binding obligation of each of the parties hereto.
- (b) The persons executing this Agreement warrant that they are duly authorized to execute this Agreement on behalf of and bind the parties each purports to represent.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates written below.

City of Cathedral City:

**By: _____
Donald E. Bradley, City Manager**

**By: _____
Dudley Haines, Risk Manager**

ATTEST:

**By: _____
Donna M. Velotta, City Clerk**

Cathedral City Senior Center:

**By: _____
Lynne Kneifel, Executive Director**

**By: _____
Rose Glitzer, President**

**By: _____
Allen Olson, Treasurer**

APPROVED AS TO FORM:

**By: _____
Steven B. Quintanilla, City Attorney**



THE SENIOR CENTER *of Cathedral City*

"Dedicated To Improving The Quality Of Life In Our Senior Years"

August 27, 2001

Mr. Don Bradley, City Manager
City of Cathedral City
68-700 Avenida Lalo Guerrero
Cathedral City, California 92234

Dear Don,

Thank you and the City Council for the opportunity to let the Cathedral City Senior Center to be able to reflect the much needed, ever increasing services to the community.

We are a very unique center for we not only are dedicated to serving seniors but we serve families as well. It seems the Hispanic community has entrusted us to be of service to them. It has been a long time coming but we have succeeded.

We, are a friend to the Police and Fire Departments as well. Our seniors have grown to trust us and they call us for everything. Sometimes it can be handled easily other times it is an emergency situation.

We have an excellent reputation here in the Coachella Valley and with that reputation the City of Rancho Mirage has opened their hearts and minds regarding outreach within their community. The City has generously given \$20,000 this fiscal year to conduct "Case Management Outreach" within their community. They praised us at the Council meeting of July 19, 2001, but with that came a comment from one of the council people that if Cathedral City did not fund the senior center they probably would not support us as well.

We sincerely hope that the City of Cathedral City will continue to be a substantial supporter of the Cathedral City Senior Center.

Again we thank you for the opportunity to let you know how important and needed we are here in the community of Cathedral City. We feel you can be very proud of the work we are doing and the endless assistance to seniors and families in need.

Sincerely,

Lynne Kneifel,
Executive Director

Exhibit “A”

Scope of Services

CATHEDRAL CITY SENIOR CENTER

PROGRAMS AND SERVICES

SOCIAL/RECREATION

This past year we have provided over 822 social and recreational programs in which approximately 11,100 seniors participated. The majority of these events are provided at no cost or donation requested basis.

MEDICAL/LEGAL

One of the most difficult things for seniors living on a fixed income is to receive legal or medical advice at no cost. We provide such services to individuals on a donation basis by medical check-ups, hearing test, stroke prevention tests, flu shots, eye exams and more. We also provide at no cost/donation only legal assistance, social security/medicare, tax assistance and HMO consultations. During the past year over 1,990 seniors participated in approximately 335 such services.

EDUCATIONAL

One of our goals is to provide programs to assist senior's so they will be well informed about subjects concerning them and to educate them with new skills to better their lives.

During the past twelve months we have presented over 300 programs and classes in which approximately 9,400 seniors participated.

HOLIDAYS

Holidays are the most difficult time for seniors, we try to ease their loneliness by having holiday parties and entertainment. This year we had 30 such activities.

Our goal this year is to increase services and events by 20%. (See attached)

CATHEDRAL CITY SENIOR CENTER

"CASE MANAGEMENT OUTREACH"

The Cathedral City Senior Center has offered an Outreach Program to the elderly and handicapped here in Cathedral City for over 20 years. We truly believe the Outreach Department is and always will be the "HEART OF THE CENTER." We are the only Senior Center in the Coachella Valley providing "Case Management Outreach" solely by donations and grants. At years' end, we will have approximately 2000 active homebound seniors on file.

The Outreach Program assists seniors in many ways. Visitations, bill and letter writing, family correspondence, information and referral service, always keeping the seniors aware that there is someone to check on them if needed. The object of the program is to keep the seniors in their own homes for as long as possible until a care facility is needed. We do not stop there; we continue to contact the individual until they move out of the area or until their demise.

We are very enthusiastic about the only "Postal Alert" program in the valley. When mail accumulates in a senior's mailbox the mail carriers alerts the Postmaster and in turn the Postmaster calls us and we investigate and provide assistance if needed.

Something new has been added to our outreach services; a seven passenger van to transport homebound seniors to our center for activities and parties as well as health seminars, flu shots and to the County Nutrition which is now housed at the our center.

The Cathedral City Senior Center will continue to locate and serve the vulnerable, frail elderly, as well as the active seniors, bringing these individuals the services available through the center and outside agencies.

Based on other grants for Outreach and the most recent from Rancho Mirage we average \$33.00 per first time visit. In the City of Cathedral City we have on file 1511 seniors with an increase of 75% per month. This would be a cost of \$49,863.00.

Other Outreach Services are;

Activity	Cost	Served
Annual Flu Shots	Donation (Co. project)	725
Spanish Outreach	"	550
Drug & Alcohol Info/Ref	"	on-going
Co. Office on Aging Nutrition	"	new
Renter's Homeowner Assist	"	on-going
Walk Ins	"	1,200
Follow-ups	"	4,200
Referrals	"	1,100
Information	"	17,300

Exhibit “B”

Performance Schedule

CATHEDRAL CITY SENIOR CENTER
Activities for 2001/2002

<u>ACTIVITY</u>	<u>COST</u>	<u>ATTENDANCE</u>
Video Exercise	\$2.00	302
Chair Exercise	\$2.00	312
P.A.C.E. (People with Arthritis Can Exercise)	\$2.00	364
Tai-Chi	\$6.00	NEW
Yoga	\$6.00	NEW
Beginning Line Dancing	\$5.00	1560
Intermediate Line Dancing		
Advanced Line Dancing		
Theater Tap Dance	\$2.00	250
Theater Jazz Dance	\$2.00	250
Bingo	\$2.00	2080
Monthly Birthday Parties	N/C	Varies
Monthly Potlucks	Dish + \$1.00	960
Musical Gems	\$2.00	520
Party Bridge	\$2.00	1020
Art Classes	\$2.00	208
Blood Pressure	Donation	210
Coffee Klatch	\$1.00	252
Pinochle	\$2.00	NEW
Square Dancing	\$5.00	2540
Computer Classes	Being Cancelled	--
Anger Management	\$5.00	95
Drug and Alcohol Information and Referral	Donation	On Going
Legal Advice with attorney Scott Sklar	Donation	433
Precision Health Screenings (Carotid Artery Screening,	Business	On Going
Full panel Cholesterol, Ankle Brachial Index Screening	Members	
and Abdominal Aortic Aneurysm Screening.)		
55 Alive, Driving Education By AARP	N/A	175
HICAP, Health Insurance Counseling Advocacy Program	N/C	NEW
County Office on Aging, Nutrition	Donation to County	NEW
Annual HMO Forums for general education to public	N/C	NEW
Guest Speakers on various subjects, Neighborhood Watch,		
First Aid, etc	N/C	NEW
Annual Holiday Parties, Christmas, Thanksgiving,		
New Years, etc	N/C.	320
Network with Coachella Valley to give information to		

Seniors in need (i.e. Senior Life Expo, Palm Springs)	N/C	
Yearly Nabisco Dinah Shore Putting Contest	N/C	200
Ongoing Fund Raising		
Major Fundraisers, "Golden Winterfest"		300
Business Members	per year \$300.00	23
Each Activity is separate – discount to member vs. non-member		

We have adopted a class from the Cathedral City	30 Students
Elementary School and they attend various activities	2 Teachers
here at the Center with our Seniors.	2 Aides

We encourage Donations for all activities and services which we provide here at the Center.

Schedule B

City of Cathedral City

Quarterly Report

April 1st through June 30, 2001

Senior Center Activities-----3903 attended

Educational

Computer Classes-----158 attended

Health

Blood Pressure-----173 attended

Precision Ultrasound-----146 attended

Living Trust Seminar-----19 attended

Legal

Lawyer-----189 attended

Parties

Volunteer Luncheon-----60 attended

Mother's Day Luncheon -----74 attended

Father's Day Luncheon-----60 attended

Outreach

Clients visited-----1013

Service Programs

Care for Edison-----60

Care for Gas-----35

Homeowners/Renters Assistance-----148

Memberships

New Business Members-----20

New Regular Members-----81

Senior Center of Cathedral City Activities

Aerobic Exercise
Chair Exercise
Theater Tap Dance
Theater Jazz Dance
Tai Chi
Bingo
Party Bridge
Art
Blood Pressure
Tours
Coffee Klatch
Beginning Line Dancing
Intermediate Line Dancing
Advanced Line Dancing
Duplicate Bridge
Square Dancing
Computer Classes
Annual Flu Shots
Spanish Outreach
Legal Advice with attorney Scott Sklar
Precision Health Screenings-Carotid Artery (Stroke) Screening, Full Panel
Cholesterol Ankle Brachial Index (Leg Circulation) Screening and
Abdominal Aortic (Rupture) Aneurysm Screening
Desert Hospital Health Screening
55 Alive, Driving Education by AARP
HICAP, Health Insurance Counseling Advocacy Program
Income Tax Service
County, Office on Aging
Care Program to reduce basic rate on electric bill
Care Program to reduce basic rate on gas bill
H.E.A.P.
Homeowners/Renters Assistance Program

Outreach:

With the purchase of the van, we have been able to transport 140 homebound seniors to and from our Center.

Annual Holiday Parties:

Halloween, Christmas, New Years, Valentines, St. Patrick's Day, etc.

Ongoing Fund Raisers:

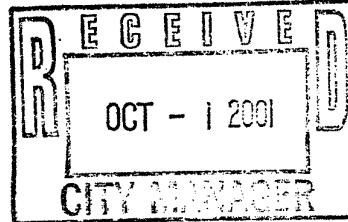
Major Fund Raisers, "October Fest", and Ray Willards' "Golf Tournament"



THE SENIOR CENTER *of Cathedral City*

"Dedicated To Improving The Quality Of Life In Our Senior Years"

September 31, 2001



City of Cathedral City
Attn: Don Bradley, City Manager
68-700 Avenida Lalo Guerrero
Cathedral City, Ca. 92234

Dear Mr. Bradley,

The Senior Center of Cathedral City is requesting the first quarter funds from the City.

If you have any questions or concerns, please call Lynne Kneifel or me at 321-1548.

Sincerely,

Maria R. Arcos
Outreach Coordinator

cc: Lynne Kneifel

Schedule B

City of Cathedral City

Quarterly Report

July 1st through September 30, 2001

Senior Center Activities-----3952 attended

Educational

Computer Classes-----100 attended

Health

Blood Pressure-----187 attended

Precision Ultrasound-----158 attended

Living Trust Seminar-----25 attended

Legal

Lawyer-----200 attended

Parties

Volunteer Luncheon-----72 attended

Mother's Day Luncheon -----81 attended

Father's Day Luncheon-----70 attended

Outreach

Clients visited-----1123

Service Programs

Care for Edison-----78

Care for Gas-----53

Homeowners/Renters Assistance-----208

Memberships

New Business Members-----21

New Regular Members-----97

**CITY OF CATHEDRAL CITY
CITY COUNCIL
AGENDA REPORT**

SUBJECT: Sponsorship for the Pepsi Challenge Games

DEPARTMENT: Economic Development

MEETING DATE: November 28, 2001

CONTACT PERSON: Tony Barton

DEADLINE FOR ACTION: 11/28/01

APPROVED:


Department


City Manager


Finance

RECOMMENDATION: That the City Council authorize the City Manager to incur costs of Co-Sponsorship of the Pepsi Challenge Games in the amount of \$30,000 plus Police and Fire Services valued at \$1,750.

EXECUTIVE SUMMARY:

Big League Dreams has requested that the City participate in sponsorship of the Pepsi All Star Challenge Softball match at their Sports Complex. The City has participated in this event for the past three years and was successful in moving the games from Palm Springs. This year, Big League Dreams has asked for \$30,000. Police and Fire Services will participate with "in kind" services valued at \$1,750.

BACKGROUND:

The Annual Pepsi All Star Softball Game has been held for the past four years at the Big League Dreams Sports Complex here in Cathedral City. This charity event is a nationally televised softball match between the National and American Leagues of Major League Baseball. Players are chosen for both their prowess on the field as well as their name recognition in the media. Traditionally, MiSport, the event organizer, tries to glean the 24 most popular professional baseball players of the season. The Games are held in January of each year. This year's event will be held on Sunday, January 13, 2002.

The event is televised on NBC during the spring training season. The program is from 1 ½ to 2 hours long. Play by Play announcers have been known names such as Tommy Lasorda and Bob Costas, names which are well recognized by those with even the slightest interest in sports.

Tickets are sold to the event and proceeds are given to the Juvenile Diabetes Foundation, a noteworthy and deserving charity. Generally, about 6,000 people attend the event. More importantly, the event is televised nationwide within two to four weeks after the taping.

In the past, The Pepsi Corporation has only allowed City sponsorship of the event due to their exclusive arrangement with MiSport. All advertising billboards in the outfield are

covered and there was no physical promos (other than Pepsi and those sold by MilSport) allowed on the site. The only exception to this is any area of the complex that is not shown on camera. Therefore, Staff has requested that some static display space be made available to the City to use at our discretion.

Since moving to Cathedral City, City Staff has been able to negotiate a deal that includes the City as a major sponsor, with promotional "bumpers" given at each of the station breaks.

Cathedral City has had a long tradition of participating in sports events that promote the City. These events have included the Run Bike Run, Desert Duathlon, Bowling tournaments, Tennis Tournaments, Youth Baseball and High School Teams.

The City has co-sponsored the event in 1998, 1999, 2,000 and 2001 at \$25,000 per year with funds from the Redevelopment Agency. This year, we have budgeted the sponsorship in the Recreation Division's annual budget.

ANALYSIS:

Because of the costs that will be incurred by Big League Dreams, MilSport has once again agreed to allow one co-sponsorship of the Event, as long as that sponsor is the City. This is due, in large part, to the fact that the City is not a competing entity with Pepsi and we are still a major partner in the Big League Dreams project.

Big League Dreams will have to come up with approximately \$50,000 to host the games and the Odekirks have agreed to absorb the additional costs this year because of the City's situation. These costs include bleachers, lost revenue, site labor, security, sound system, dress-ups and marketing. They will recoup some of their costs through concessions, however, that is the only revenue that they will be allowed. Allowing for the increase in ticket sales, Big League Dreams estimates a return of gross revenues of approximately \$9,000 (\$1.50 x 6,000, based on last year's figures). Big League Dreams is considering this a promotional event for them as well and traditionally they have lost revenue on the event. It is important to note that Big League Dreams does not receive the same promotional advantages that the City does.

Should the City decide to participate in this event, Big League Dreams has negotiated a very good package for the City. Our sponsorship would include a prominent outfield billboard as well as signage along both the first and third baselines (this means that every time a player runs for 1st base or home base, the camera will have to pan the City Logo). Sponsorship will also include bumper shots of the City before and after the commercial breaks, announcement of the City during play times and welcomings and the City name on all local promotional materials leading up to the game.

The most important part of the "package" would be the "bumper" promos that are shown at the end of each of the innings just before breaking to commercial (A "bumper" is a 5 to 10 second shot). MilSport has agreed to give us a minimum of 5 bumpers. Last year, the event had a rating of 6.4. This is the market share for that time period and is easily converted to mean 6.4 million viewers. In real advertising dollars, this means that the City spends \$4.69 CPM (costs per thousand). Generally speaking, advertisers purchasing air time for this type of program, will be paying \$93.75 CPM. In essence this means that the City receives approximately \$300,000 in national advertising without any production costs.

The Softball tournament is a unique opportunity for the City to be a major player in a nationally televised event with the Mayor presenting the MVP awards at the end of games (also televised). It is an important part of the City's overall Economic Development strategy and is a good tool for the Economic Development Director.

Although Staff realizes the sensitivity of this matter, we also feel that the benefit and cost effectiveness to the City in Economic Development terms is one that is too great to pass up.

ALTERNATIVES:

There are a variety of alternatives that the City Council can explore.

FISCAL IMPACT:

\$30,000 Professional and Technical Services, Recreation Division, budgeted for fiscal year 2001/2002.

\$1,235 "In Kind" Police Services (absorbed by the Police Department)

\$513 "In Kind" Fire Services (absorbed by Fire Department)

ATTACHMENTS:

None

**CITY OF CATHEDRAL CITY
AGENDA REPORT**

SUBJECT: Approval of a Contract with CDE Resources to Pave & Widen a Portion of 30th Avenue, east of Date Palm Drive in the amount of \$45,985, plus 10% Contingencies; and to Remove & Replace Existing Asphalt on Landau Blvd., south of Vista Chino in the amount of \$27,232, plus 10% Contingencies.

DIVISION: Engineering
CONTACT PERSON: Jerry V. Jack

MEETING DATE: 28 November 2001

DEADLINE FOR ACTION: N/A

APPROVED:

Department

D.S. Bradley
City Manager

dt
Finance

RECOMMENDATION:

That Council approve a Contract with CDE Resources to pave & widen a portion of 30th Avenue, east of Date Palm Drive in an amount of \$45,985.00 plus 10% contingencies, and to remove & replace existing asphalt on Landau Blvd., south of Vista Chino in an amount of \$27,232.00 plus 10% contingencies.

BACKGROUND/ANALYSIS:

30th Avenue

The proposed 30th Avenue widening is on the south side of 30th Avenue, east of Date Palm Drive, and will complete an un-widened portion of 30th on the south side between Date Palm and James Workman Middle School. This portion has not been completed because it fronts vacant property. This "notch" of missing pavement between existing tapers causes a gap in the bike lanes and sidewalk and also creates a traffic bottleneck between Date Palm and the San Eljay intersection. Normally the City would wait for development to occur to complete this missing portion. There are no current plans for development of this vacant land, however, and staff feels there is sufficient need today for traffic and pedestrian safety purposes to use City funds to complete this section as soon as possible.

Staff requested informal bids under the City's informal bidding regulations from 12 contractors for the 30th Avenue work, but received only one bid at a cost of \$72,000. This bid was rejected as too costly. Staff then asked 2 contractors doing other work for the City to provide quotes for the 30th Avenue work, as possible change orders to those contracts, but received only one quote for \$69,000 which was also rejected as too costly.

Since the City has done informal bidding with no acceptable bids received, the Public Contract Code provides we may now negotiate a contract with a qualified bidder. Staff did negotiate with CDE Resources, and recommends acceptance of their bid of \$ 45,985 for the 30th Avenue project.

CDE Resources has not worked for the City of Cathedral City previously, but does specialize in the smaller projects and has a good track record of success with other local agencies for these types of projects. CDE is based in San Bernardino.

Landau Blvd.

The Panorama Area slurry seal project is going to bid in a few weeks. As part of the final design of the slurry project, staff concluded that a portion of Landau (the curb lane southbound next to Desert Princess) needs to be repaired prior to the slurry seal in order to make the project work properly. The surface of the asphalt here is raveled and spalled and will not be completely repaired simply with the slurry seal.

Staff asked for quotes for change orders or informal bids from other contractors doing projects currently for the City, but received no reply(s). Staff then asked CDE for a quote for this work and received a qualified bid. Since the Panorama project must have this work done prior to the slurry seal staff feels it is expeditious to award this work to CDE and proceed as soon as possible.

FISCAL IMPACT:

30th Avenue

To fund this work, Staff recommends transferring \$50,000 of Measure "A" Funds from the Ramon Road Widening CIP (east of Date Palm; CIP page 2-14) to a new CIP project to complete the 30th Avenue project. The Ramon Road project will not bid prior to the end of FY 2001-2002 and the \$50,000 can be replaced next fiscal year. This transfer should therefore not impact the Ramon Road project cost or schedule.

Landau Blvd.

The funds for this work are already in the Panorama Area CIP, account 347-2000-8802. These are left over Panorama Assessment District AD 88-3 bond proceeds, which have been reserved for maintenance of district improvements. These same funds will be used for the coming slurry project of the Panorama area streets.

As with previous projects, staff also requests an additional 10% of the bid amounts to cover potential contingencies.

OTHER ALTERNATIVES:

30th Avenue: Wait for development to occur.

Landau Blvd: None suggested.

ATTACHMENTS:

None

**CITY OF CATHEDRAL CITY
AGENDA REPORT**

SUBJECT: SOLID WASTE AND RECYCLING ISSUES

DEPARTMENT: Economic Development

MEETING DATE: November 28, 2001

CONTACT PERSON: Deanna Pressgrove **DEADLINE FOR ACTION:** Nov 28, 2001

APPROVED:


Department


City Manager


Finance

RECOMMENDATION:

THAT THE CITY COUNCIL AUTHORIZE THE CITY ATTORNEY TO AMEND THE CITY'S SOLID WASTE AND RECYCLING FRANCHISE AGREEMENT TO INCLUDE ADDITIONAL PROGRAMS FOR RESIDENTS AND BUSINESSES IN CATHEDRAL CITY AND INSTRUCT STAFF TO WORK WITH WASTE MANAGEMENT TO FACILITATE THE ESTABLISHMENT OF A TRANSFER STATION IN CATHEDRAL CITY.

EXECUTIVE SUMMARY:

As directed previously by City Council, a Solid Waste Subcommittee was formed to address a number of issues surrounding the City's solid waste and recycling franchise agreements. The issues were related to the City's efforts to meet the State's AB939 50% recycling goal, WMS-POD System, and the future of the City's Transfer Station. The following is a summary of the outcome of the meetings that included the Solid Waste Subcommittee, Waste Management and Riverside County.

BACKGROUND:

Upon the subcommittee's review of the existing franchise agreement for the collection, transportation, and disposal of municipal solid waste and recyclable materials, the subcommittee has determined that additional services provided by Waste Management of the Desert are desired in order to improve solid waste and recyclable material collection and disposal within the City boundaries. Additional services will not only benefit all persons who live and work within our City but also improve and promote our community. A proposal identifying the additional services was presented to Waste Management for discussion. After some minor adjustments and clarification modifications both the Subcommittee and Waste Management agreed upon a final proposal. The proposal attached lists all the services that would be added to the current franchise agreement.

During these meetings with Waste Management additional issues were also discussed. Waste Management made staff aware that the WMS-POD System initiated back in 1996 is in dire need of replacement. The problem with replacing the system, according to Waste Management, is the availability of equipment and timing. The trucks that are

required to operate the system no longer exist. The cost to develop a new system compatible to the WMS-POD System could run Waste Management close to a million dollars. Another major concern has been the conditions surrounding the Pod yard located in Cathedral City. The Riverside County Local Enforcement Agency (LEA) has received a number of complaints throughout the year from neighborhoods on the declining health and traffic conditions pertaining to the Pod yard.

Timing was another issue, if the City were to direct Waste Management to replace the WMS-POD System the system itself would only be operational for another 3-4 years or until Riverside County closes the Edom Hill Landfill. According to Riverside County, the Landfill is projected to reach capacity near the middle to end of 2004. At this time an alternate disposal system needs to be in place for the western part of the Coachella Valley.

For the last year, Staff and Waste Management have been cooperatively working on the development of a Transfer Station that would service the needs of the Coachella Valley. Until a few months ago, it was still unclear exactly when Edom Hill would reach its capacity. The reassurance the City and Waste Management needed came from the County through several different actions. The first being a resolution passed by the Riverside County Waste Management Board stating that the landfill was near capacity and would not be applying for any expansion permits and would indeed close. The second was an issuance of an RFP, Request for Proposal, by Riverside County for the development of an alternative disposal system.

These actions by the County have forced Waste Management to begin aggressively pursuing the development of the Cathedral City Transfer Station. Due to time constraints, Waste Management will need to submit to the City a proposal for the Transfer Station within the next 30 days in order to begin the permitting process.

In order to better serve the City and expedite the Transfer Station process, Waste Management is requesting that the City eliminate the WMS-POD System and allow the use of the Edom Hill Landfill in the interim until the Transfer Station is built and fully operational.

Staff is recommending that City Council approve the following items:

- Direct the City Attorney to amend the current franchise agreement to include all the services outlined in the attached proposal and approved by Waste Management.
- Allow Waste Management to eliminate the WMS-POD System and use of the Edom Hill Landfill effective 1/1/02.
- Direct Waste Management to submit a proposal for the Transfer Station to the City with a schedule of performance and including a liquidated damages clause in the revised agreement.

FISCAL IMPACT:
None

Attachments:

Proposal

PROPOSAL

Recycling Containers:

Issue each residential service account one 96-gallon recycling container for automated service at no additional charge. Additional containers will be made available to residents who recycle more than what will fit into their existing recycling containers(s). Commingled recyclable material will be accepted.

Abandoned Item Collection:

WM shall collect all bulky-items abandoned or illegally dumped on lots within City limits. City shall notify customer service of location and type of material. WM will respond during regular scheduled service for route area. City will limit items to 4 per pick-up/location.

Business Recycling:

Businesses that chose to recycle will be offered free recycling service for 2-6 yard bins/containers and only compactors that are front-loaders.

Apartment/Gated Complex:

Bulky-Item program added to service for 5 units or more regardless of type of service (i.e. commercial). Complex will designate one location for items to be placed for pick-up and be responsible for scheduling WM. Further, WM will be required to pick-up items during regular scheduled route for area.

Tires:

Once a month WM will service a roll-off container located at any City designation – roll-off container will contain only tires – WM pays for disposal.

Green Waste:

Offer additional green waste recycling container free of charge upon request from customer.

Household Hazardous Waste Collection Program:

Waste Management will work actively with Cathedral City staff to secure funding to include Cathedral City Residents in a Household Hazardous Waste Program located at the WM Palm Desert facility.

Trash Service:

Once the Transfer Station is operating, WM will offer residents free quarterly drop-offs at Transfer Station.

Disabled Service:

Free wheel out service for trash and recycling containers for disabled persons meeting the requirements to qualify as required by Department of Motor Vehicles.

Contractors Rebate:

Contractors/Developers shall receive a 37% to 69% reduction in combined service and disposal rate for roll-off recycling. WM customer service will notify contractor/developer at start of service of the recycling program. Within 14 days of establishing service, WM will follow-up with a letter. The follow-up letters will either confirm the recycling service or if customer declines will offer the service again with a list of benefits. Detailed log will be kept and submitted monthly to City.

Commercial Green Waste:

Provide green waste collection using, at the business's option, residential carts or roll-offs. The charge for service should not exceed 75% of the exact same service for servicing solid waste. Plus the actual charge to process the green waste at a composting facility. The monthly statement to the customer should indicate the cost savings for choosing to recycle. The same requirement should apply to any other/similar types of recycling such as organic recycling.

Annual Brochures:

Assist with the development of four separate brochures (Spanish/English) annually: Single-Family / Apartment Complex / Commercial Business / Yearly Postcard mailed to residents informing them of current rates and any

changes to rate structure. The cost to develop, print and mail brochures will be split between WM and the City.

Customer Service:

Provide during normal business hours bilingual customer service representatives. Provide same day "call-back" service on all complaints or issues raised by residents or businesses. Detailed log will be kept and submitted to City monthly. Customer Service Representatives shall be trained and kept up to date on the City's programs. The training log will be submitted to the City on a yearly basis.

Annual Report and SRRE:

WM will pay a max of \$3,500 a year for an outside consultant to process the annual report. Every five (5) years the City is required to update the SRRE, a cost will be established by collecting three or more bids from an outside consultant firm for the development of the SRRE. WM will agree to pay 50% of the total cost to develop the SRRE. City will retain the option of directing WM to complete the reports "in-house" at no charge to the City. The City will decide whether or not there is a need to hire an outside consultant to assist with the submittal of the reports to the State. The consultant will report directly to the designated City representative in charge of AB 939.

Statements:

All bill statements shall indicate the cost savings for those customers who recycled.

Lowest Rates:

WM will submit to the City a detailed report indicating the programs offered to other jurisdictions with a cost breakdown for each program. WM will be required to update the report on a yearly basis.

Recycling Warning Notices:

WM will keep a detailed log on customers (commercial and residential) that have been issued warning notices on mixing trash with recyclable material. Submit to City monthly.

Liquidated Damages:

WM shall pay liquidated damages for failure to meet service performance standards including collection reliability, collection quality, responsiveness to customers, compliance with requirement to use alternative fuel vehicles, timeliness of submission of reports to the City, and accuracy of billings.

Calendar of Events:

WM shall submit to the City a detailed calendar of events identifying all the programs and reports due to the City. WM will designate one (or two if City requests) representative(s) responsible for updating and following-up on submittal of reports and status of programs.

Educational Material:

Provide, at no charge, educational and public awareness programs and provide press releases to campaign for recycling programs.

Port-O-Toilets:

Provide, at no charge, "50" Port-O-Toilets a year to City. For any Port-O-Toilet requested above the 50 cap - WM agrees to only charge the City the "cost" to service the Port-O-Toilet.

CPI-PPI:

Base the adjustment for change in the refuse collection component on fifty percent (50%) of the Producer Price Index for Finished Goods ("PPI") rather than the Consumer Price Index ("CPI").

AB 939 Fee:

The AB 939 Fee paid by WM to the City is calculated on the total gross receipts rather than gross receipts after other fees are deducted.

Receipts:

WM shall furnish to the City by the 25th of each month, gross receipts from the previous month and the amount of these gross receipts, which represent the collection of the disposal, tip fee, franchise fee, and any other City or WM imposed fees.

Records:

Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them to structure reports, as needed. Reports are intended to compile recorded data into useful forms of information that can be used to, among other things: (a) Analyze rates and evaluate the efficiency of operations; (b) Evaluate past and expected progress towards achieving goals of AB 939 and other objectives; (c) Determine needs for adjustment to current, or implementation of new, programs; and (d) Evaluate customer service and complaints.

Report Format:

WM may propose report formats that are responsive to the objectives of each report. City shall approve the format of each report in advance. WM agrees to submit all reports in a format approved by the City. WM shall provide a statement, under penalty of perjury, signed by an authorized official representing WM, certifying that the report being submitted is true and correct.

Monthly and Quarterly Reports:

WM will be required to submit to the City certain identified monthly and quarterly reports useful to the City in preparation of the AB 939 report.

~~CONTINUED TO~~ 11/14/01
~~CONTINUED TO~~ 11/28/01

**CITY OF CATHEDRAL CITY
CITY COUNCIL AGENDA**

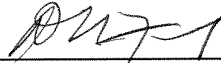
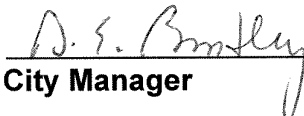

SUBJECT: Ritz Carlton Golf Course: Parcel Map PM 29719: Approval of Final Parcel Map.

DEPARTMENT: Engineering

MEETING DATE: October 24, 2001

DEADLINE FOR ACTION: N/A

CONTACT PERSON: Dave Faessel, City Engineer

APPROVED:   
Department City Manager Finance

RECOMMENDATION:

That the City Council approve the final map of Parcel Map 29719, accept the dedications made to the City on the final map, and authorize execution of the performance agreement.

BACKGROUND/ANALYSIS:

The tentative map for Parcel Map 29719, located along the East Cathedral Canyon wash, was approved by the City Council in July of 2000. The tentative map consists of 11 parcels, owned by the City of Cathedral City, the Redevelopment Agency of the City of Cathedral City, and the City of Rancho Mirage. The purpose of the map is to create several parcels to facilitate the development and construction of a golf course.

The City has already executed two leases with the golf course developer covering the land to be developed. The parcels being created outside of the proposed golf course will remain vacant. Several of these, located within Rancho Mirage, have conservation easements on the parcels.

The total area within the map is 987.8 acres. The four parcels being developed as a golf course total about 157 acres.

This map divides land within both the City of Cathedral City and Rancho Mirage. Consequently, both cities must approve and sign the final map.

Final Map: The developer's (lessee's) engineer has prepared a final map, which is ready for final map approval. The land has been surveyed and the final map has been submitted and reviewed. The map is in conformance with the tentative map and with the State Subdivision Map Act. All required securities have been posted to guarantee completion of all improvements, and the developer has executed a performance agreement.

Dedications: The map dedicates easements along the channel levee for emergency access and for public services. At the Council and Agency meeting of September 10, 2001, the Council and Board authorized the dedication of the easements to the City. Staff recommends that these offers be accepted.

Conditions: A number of conditions were applied to this map and to the related Conditional Use Permit. Other conditions from various leases, development agreements, and other agreements between the various parties involved also have been applied to the approval of this map. All of these have been reviewed and those pertinent to the final map approval have been complied with.

Subdividers: The City of Cathedral City and its Redevelopment Agency are land owners in the parcel map and as such are subdividers, per the State Subdivision Map Act. At the Council and RDA meeting of September 10, 2001, the Council and Agency Board authorized their respective officers to sign this map as subdividers.

FISCAL IMPACT:

Approval and recordation of this map will allow the construction of the golf course. Construction and use of the course will initiate lease payments to the City, per the terms of the existing leases with the developer.

ATTACHMENTS:

None